

## SPECIAL TERMS AND CONDITIONS OF USE OF DIRECT CHANNELS FOR LEGAL ENTITIES AND ENTREPRENEURS

### I. OPENING PROVISIONS

OTP banka Srbija a.d. Novi Sad (hereinafter: the Bank) hereby regulates the mutual rights and obligations of the Bank and the User in connection with the use of Direct Channels for Legal Entities and Entrepreneurs.

#### Basic Details:

Corporate Name: OTP banka Srbija a.d. Novi Sad  
Seat: Novi Sad, 5 Trg Slobode  
Tax Identification Number (TIN): 100584604  
Official Registration Number (MB): 08603537  
Account no. At National Bank of Serbia: 908-32501-57  
Bank website: www.otpbanka.rs  
SWIFT: OTPVRS22  
E-mail address: info@otpbanka.rs  
Mailing address: Novi Sad, 5 Trg Slobode  
Info tel.: +381 (0) 21 421 077 i +381 (0) 11 30 11 555

Operating license issued by the National Bank of Yugoslavia by Decision O. No. 415 on 05.05.1995. Supervision and control of the Bank's operations is performed by the National Bank of Serbia, Belgrade, Kralja Petra 12 and Nemanjina 17, in accordance with the legal regulations governing the operations of banks.

### II TERMS AND DEFINITIONS

**Direct Channels for Legal Entities and Entrepreneurs** designates means of remote communication that include a set of Bank services: E-banking, Contact Center and SMS service, which the Bank agrees upon with legal entities and entrepreneurs.

**Electronic banking services** means a set of services of the Bank related to the provision of payment services using information and telecommunications technology, including e-banking electronic banking service and m-bank mobile banking service.

**Electronic banking service e-bank** means a service which, through electronic platform of the Bank, enables the use of payment services in accordance with these Special Conditions, using appropriate computer application software and includes the following services: business e-bank, Hal e-Bank, Hal WEB SME and Asseco Office Banking.

**Mobile banking service m-bank** means a service which, through electronic platform of the Bank, enables the use of payment services in accordance with these Special Terms and Conditions using appropriate application software on a mobile telecommunications device and includes the following services: Hal mBank SME, business m-bank and Hal Multipay.

**Corporate Collection** means a service that, through the electronic platform of the Bank, enables its users to mutually collect receivables on the basis of previously given consents for mutual debits.

**Contact Center service** means a set of services provided by the Bank which the User accesses through information and telecommunication technology and includes: Voice machine and communication with the Contact Center operators.

**Voice mail** means a Contact Center service that provides access to information on products and services at the Bank.

**SMS service** is a service whereby the Bank enables the User to receive information via mobile phone through SMS messages about the balance and changes in accounts and payment cards at the Bank.

**User's Instructions** means a document of the Bank which explains operating mode and use of a particular service within Direct Channels for Legal Entities and Entrepreneurs, available in the Bank's branches and on the Bank's website.

**User** means a legal entity or an entrepreneur which has established a contractual relationship with the Bank regarding the use of Direct Channels for legal entities and entrepreneurs in accordance with the Special Conditions.

**Authorized User** means a natural person, to whom the User assigns various authorizations regarding the use of Direct Channels for legal entities and entrepreneurs.

**Transaction** means a payment transaction that is executed using the Electronic Banking Service.

**Order package** means several payment orders sent to the Bank as group for execution using Electronic Banking Service.

**Turnover** means a list of Transactions on a selected account over a selected time period.

**Means of identification and authorization** means data or procedures for identification of the User, i.e. the Authorized User, which are necessary to access to the Direct Channels for legal entities and entrepreneurs.

**PIN (Personal Identification Number)** means data and / or procedures for identification of the User or Authorized User necessary for access to Direct Channels for legal entities and entrepreneurs and for authorization of Transactions.

**Token, Certificate or Smart Card** means a security device or application on a mobile device and / or other electronic device, which is used to log onto the e-bank Electronic Banking Service or m-bank Mobile Banking Service and authorize Transactions.

**One-Time Code** means a one-time password that the Authorized User creates in a way set forth in the User Instruction for a specific service within the e-banking Electronic Banking Service, i.e. m-bank mobile banking service.

**Activation code** means a one-time password received by the Authorized User from the Bank, used to activate a user account for services within the e-banking service, i.e. e-bank mobile banking service that may be used only once, for a limited time, then becomes invalid and cannot be used for reactivation.

**Request for change of data** means a form or set of actions taken which initiates the procedure for changing data of the User or Authorized Users and / or reporting the loss of the Means of Identification and Authorization. The User is obliged to fulfill such a request and submit it to the Bank.

**General Terms and Conditions** means the General Terms and Conditions for Payment Services for Legal Entities and Entrepreneurs applicable in relations with legal entities and entrepreneurs, which regulate mutual rights and obligations of the Bank and the User in connection with payment services.

**Framework agreement** means a framework agreement on the provision of payment services in accordance with the provisions of the General Terms and Conditions and regulations governing the area of payment services.

**Payment Service Agreement** means a specific agreement on opening and maintaining a current account / package and providing payment services, as well as other payment accounts regardless of their name, which are defined as payment accounts in accordance with the regulations governing the area of payment services.

**Application form / List of authorized persons for Direct Channels** means a document whereby the User activates the services of Direct Channels for legal entities and entrepreneurs and determines the Authorized Persons and levels of authorization.

Terms and notions defined in the General Terms and Conditions and are not defined differently in these Special Terms and Conditions and have the same meaning as in the General Terms and Conditions.

### III GENERAL PROVISIONS

Special conditions apply in the business relationship between the Bank and the User related to the use of Direct Channels for legal entities and entrepreneurs and form an integral part of the Framework Agreement.

The provisions of the Payment Service Agreement i.e. other contracts regulating Direct Channels for Legal Entities and Entrepreneurs and / or Applications / Lists of Authorized Persons for Direct Channels, followed by General Terms and Conditions and other documents forming the Framework Agreement shall apply to everything that has not been regulated by these Special Conditions.

In accordance with technical possibilities and developments, the Bank may change the existing and introduce new functionalities within the Direct Channels for legal entities and entrepreneurs, and change or improve them, whereby it shall inform the User about these changes and novelties through Direct Legal Channels for legal entities and entrepreneurs, on the Bank's website or in another appropriate manner. By using any functionality, the User confirms compliance with the terms of use and is responsible for complying with the User Instructions.

### IV NEGOTIATING DIRECT CHANNEL SERVICES FOR LEGAL ENTITIES AND ENTREPRENEURS

By concluding the Payment Service Agreement and / or other agreement for Direct Channels for legal entities and entrepreneurs and / or signing the Application Form / List of Authorized Persons for Direct Channels, depending on the method of negotiation, as an integral part of the Framework Agreement, the User becomes a user of Direct Channels for legal entities and entrepreneurs under terms and conditions regulated in more details under the Special Conditions.

The Bank enables the User or the Authorized User access to parameters for activation and use of the Electronic Banking Service in the form of: Activation Code, Token, Certificate or Smart Card.

Following takeover of access parameters for activation and user of e-banking services, the User or Authorized user shall be obliged to proceed to activation according to specific User Instruction. The SMS Services and Corporate Collection Service shall be activated by negotiating Direct Channels for legal entities and entrepreneurs, i.e. for these services.

The Voicemail as a service of the Contact Center Service is accessed by the User using access parameters, namely: User Identification Number (ID) or telephone number which the User provided to the Bank or by using payment card numbers and PIN received which the User received from the Bank. The identification number is delivered to the User under the Payment Service Agreement or other document issued by the Bank. The Bank submits the PIN for access to the Voicemail to the User at the Bank's branch or via SMS to mobile phone number which the User provided to the Bank.

The User is aware that the Bank records all incoming and outgoing voice calls in the Contact Center as well as all video calls, and that these audio and video recordings can be used to improve the quality of service and / or to resolve complaints and other requests of the User. When calling the Bank and talking to the operator in the Bank's Contact Center or branch, the mobile or landline phone reported to the Bank as User's contact phone can serve as an identifier, whereas at the time of video call, in addition to mobile phone number, a personal document of the Authorized user (ID or passport) may also be used. The Bank keeps these video and audio recordings in accordance with the internal rules of the Bank.

The User Instruction for each service and each service within Direct Channels for legal entities and entrepreneurs is solely for information

purposes and is available to Users on the Bank website and/or within a specific service(s) as well as in printed form, at explicit request of the User in Bank branches.

During the validity of the contractual relation with the Bank, the User is entitled to change authorized users for a specific service within Direct Channels for legal entities and entrepreneurs by submitting to the Bank a List of authorized persons.

The User assumes the obligation to acquaint the Authorized User with the User Instruction and other prescribed and contractual terms of use of Direct Channels for legal entities and entrepreneurs, with the terms for reporting losses, theft or abuse of payment instrument, terms of payment instrument blocking, as well as with other conditions prescribed by Special Terms and Conditions i.e. Framework Agreement.

The User is responsible for the proper use of Direct Channels for legal entities and entrepreneurs by the Authorized User in accordance with the provisions of the Framework Agreement, which does not preclude the responsibility of the Authorized Person.

### V FUNCTIONALITY OF DIRECT CHANNELS FOR LEGAL ENTITIES AND ENTREPRENEURS

#### E-bank Electronic Banking Service

Services within the E-bank electronic banking service allow the User or Authorized person to use the following functionalities:

1. Business e-bank enables the User to:
  - review balance and turnover on all current accounts and other payment accounts of the User held at the Bank with possibility to take over turnover in various formats;
  - Generate statements of account with defined period and take them over in various formats;
  - Review balance and turnover on Client's payment cards;
  - Execute transactions, namely:
    - o Transfer of funds between Ban accounts of the User;
    - o Execution of payment orders in domestic payment operations;
    - o Execution of payment orders in international payment operations;
    - o Allocation of cash-in international payment operations;
    - o Sale of foreign currencies;
    - o By individual payment order or through import of order packages, with possible creation of list of payment beneficiaries;
  - Creating payrolls, with possible use of once created payrolls every month for transfer of User employees' salaries.
2. **Hal e-Bank** enables the Client:
  - To review balance and turnover on all accounts and other payment accounts of the User held at the Bank, with possible delivery of Turnover
  - Generating Account statements for defining period and takeover in various formats;
  - Execution of Transactions:
    - o Transfer of funds between User accounts held at the Bank
    - o Execution of payment orders in domestic payment operations;
    - o Execution of payment orders in international payment operations;

- o Sale and purchase of foreign currencies;
  - o By individual payment order or through import of Order package, with possible creation of list of payment beneficiaries;
  - Export of payment orders – once created, the list of payment orders may be reused;
  - Creating, import, sending and receiving invoices in electronic form.
3. **Hal WEB SME** enables the User:
- Review of balance and turnover on all current and other payment accounts of the User held at the Bank;
  - Generating account statements for defined time period and taking them over;
  - Execution of Transactions;
    - o Transfer of funds between User accounts held at the Bank
    - o Execution of payment orders in domestic payment operations.
  - Review of balance and turnover on payment cards of the User.
4. **Asseco Office Banking** enables the User:
- to review balance and turnover on all accounts and other payment accounts of the User held at the Bank, with possible takeover of Turnover;
  - Generating account statements for defined period and its takeover in various formats;
  - Execution of transactions:
    - o Transfer of funds between account of User held at the Bank
    - o Execution of payment orders in domestic payment operations
    - o Execution of payment orders in international payment operations
    - o Sale and purchase of foreign currencies
    - o By individual payment order or through import of order Package, with possible creation of list of payment beneficiaries.

#### Mobile banking m-bank Service

1. **Biznis m-bank** enables the User to:
  - review balance and turnover on all current accounts and other payment accounts of the User held at the Bank;
  - review balance and turnover under User's payment cards;
  - execute payment orders in domestic payment operations.
2. **Hal mBank SME** allows the User to:
  - Review balance and turnover on all current accounts and other payment accounts of the User held at the Bank;
  - Review balance and turnover under payment cards of the User;
  - Execute payment orders in domestic payment operations.
3. **Hal MultiPay** enables the User to:
  - Review balance and turnover on all current accounts and other payment accounts of the User held at the Bank;
  - Review of balance and turnover under payment cards of the User;
  - Execution of payment orders in domestic payment operations
  - Execution of payment orders and packages sent for remote signature from Hal eBank service;

#### Corporate Collection

This Service enables the User to:

- Send a list of Users registered for debiting by means of protected communication channels (SFTP);
- Receive debit orders of registered Users
- Execute debit orders of registered Users
- Reporting on status of executed debit orders.

#### Voicemail

Voicemail as service within the Contact Center Service, enables the User:

- To check balance on all accounts of the User
- Obtaining information on last 5 (five) Transactions
- Verifying exchange rate
- Taking over IBAN format of foreign currency accounts.

The User uses Voicemail service by dialing the Contact Center of the Bank, and by selecting the offered options, it accesses information provided by the Voicemail in line with the previous paragraph

#### SMS Service

This Service enables the User, or Authorized User:

- To report about the balance and turnover on accounts of the User and on payment cards;

The Bank submits information by SMS to mobile phone which the User provided to the Bank, in two ways:

- automatic sending of informative SMS messages by the Bank (e.g. on executed payment transactions with payment cards, incoming funds to the account, etc.);
- sending inquiry to the Bank by the User, i.e. by the Authorized Person, on the basis of a precisely defined SMS message (eg balance inquiry, etc.).

The Bank may secure delivery of information under the previous paragraph by messages sent through other channels, for which it will obtain prior consent of the User, ie the Authorized User.

## VI ACCESS TO DIRECT CHANNELS FOR LEGAL ENTITIES AND ENTREPRENEURS

The User accesses to each individual service and services within Direct Channels for legal entities and entrepreneurs in a foreseen way and by adequate channel, namely:

1. business e-bank – by using internet browsers;
2. m-bank business – by using an Android or iOS application downloaded from a publicly available location provided by the Bank,
3. HAL e-Bank – by installing the application on a PC workstation, remote signing through an Internet browser;
4. Hal WEB SME – using an Internet browser;
5. Hal mBank SME – by using Android or iOS application downloaded from a publicly available location provided by the Bank,
6. Hal MultiPay – by using an Android or iOS application downloaded from a publicly available location provided by the Bank,
7. Asseco Office Banking – by installing the application on a PC workstation, remote signing through an Internet browser
8. Corporate Collection – by using file sharing protocol (SFTP);
9. SMS service – by sending an SMS message to a short number intended by the Bank for this service;
10. Voicemail – by dialing telephone number assigned by the Bank for this service and entering the access parameters obtained from the Bank;

## VII EXECUTION OF TRANSACTION THROUGH ELECTRONIC BANKING SERVICE

### Electronic Payment Orders

By using the Electronic Banking Service, the Authorized User disposes of funds on the accounts within the available amounts by issuing an Electronic Payment Order.

The Electronic Payment Order is issued on a form set in the service that enables the execution of Electronic Payment Orders, by filling in all the necessary data for the execution of the Transaction by the Authorized User in accordance with the General Terms and Conditions and positive regulations.

The User is responsible for the accuracy of data entered in the Electronic Payment Order by the Authorized User.

The Bank shall not be liable in the event that the Electronic Payment Order is rejected or not executed due to the error of the Authorized User, nor shall it be liable for the execution of incorrectly filled electronic payment orders by the Authorized User.

### Consent for Execution of the Transaction

The Bank executes the Transaction if before the execution of the Transaction the Authorized User:

a) identified by the Means of Identification and Authorization in one of the following ways:

- business e-bank - Identification with a Certificate and password obtained from the Bank or Username received from the Bank and one-time code created through the business m-bank application with PIN confirmation, and Transaction authorization with a Certificate or one-time code from business m-bank application with confirmation PIN,
- business m-bank application - with a PIN created by the User,
- HAL e-Bank - qualified and unqualified digital certificate on Smart card and PIN,
- Hal WEB SME - Identification with the User name and password obtained from the Bank,
- Hal mBank SME - PIN created by the User,
- Hal MultiPay - with a PIN created by the User,
- Asseco Office Banking - Digital certificate on Smart card and PIN, and

b) has given consent for its execution in one of the following ways:

- by Token: transaction authorized by entering and confirming one-time password generated by the Token device based on the request received during the execution of the Transaction,
- by entering and confirming one-time password received by the User from the Bank,
- by biometric characteristics (fingerprint, facial recognition, etc.). These biometric data are registered by the Authorized User on his device from which he accesses these services, while the Bank does not collect or store them in the Bank's information system,
- by qualified electronic certificate: The transaction is authorized using the medium on which the qualified electronic certificate was issued and by entering and confirming the user PIN.

### Time of Receipt of Electronic Payment Order

The time of receipt of Electronic Payment Order is the moment when the Bank receives the Electronic Payment Order of the Authorized User. An electronic payment order submitted through the Electronic Banking Service is considered received at the moment of its receipt by Bank's information system upon previously completed application verification of the

applicant's authenticity, as well as the completeness of Electronic Payment Order data.

Immediately upon receiving the Electronic Payment Order, the Bank shall provide the User information on its receipt through the Electronic Banking Services, provided that this receipt does not mean that the Electronic Payment Order will be executed, but only that it has been received for execution.

Electronic payment orders are executed in line with the Time Schedule, General Operating Terms and Conditions and Special Conditions.

### Execution and Rejection of Execution of Electronic Payment order

The Bank shall proceed to execution the Payment Order if it is:

- filled with all required elements;
- coverage is provided for the execution of that order in the given currency;
- coverage is provided for the fee for the execution of the Transaction in accordance with the Tariff of Fees (if the fee is paid per Transaction);
- consent has been given for the execution of the Transaction in the manner foreseen by the Special Conditions;
- if there are no obstacles to enforcement in accordance with the law or other regulation.

The Bank may refuse to execute the Electronic Payment Order in case:

- no consent has been issued and / or given for the execution of the Transaction in accordance with the General Terms and Conditions and the Special Conditions;
- it does not contain accurate data on the payer and / or payee as well as other data necessary for the proper execution of the Transaction;
- incorrect unique identification mark (JIO) or other data which the User is required to provide for the proper execution of the Transaction;
- of lack of funds on the User's account for the execution of the Transaction and collection of the fee for the execution of the Transaction (if the fee is paid per Transaction);
- It is realized through the IPS payment system for which there are insufficient funds to execute the Transaction and / or when the payee's payment service provider has replied that it does to accept the instant transfer order with reasons for non-acceptance of the order and / or if the time for the payment provider's response the payee's service has expired;
- if there are legal obstacles to the execution of the Transaction (eg blocking of accounts in accordance with regulations or other obstacles in accordance with tax regulations, regulations on prevention of money laundering, regulations in the field of foreign exchange operations, etc.)

The Bank reserves the right to request the User to provide additional information related to a specific Transaction before and after the execution of the Transaction, if such an obligation would arise from regulations governing the prevention of money laundering and terrorist financing and / or internal acts of the Bank adopted in line with these regulations and / or rules of the banking group which the Bank belongs to. In case that the User does not provide the Bank with the required additional information, the Bank reserves the right not to execute or reject the respective transaction. If the User provides the Bank with an incorrect unique identification mark or any other incorrect material element of the Electronic Payment Order, the Bank shall not be liable to the User for the regularity and timeliness of the execution of the Electronic Payment Order.

The Bank shall notify the User and / or the Authorized User of the refusal to perform the Transaction and, if possible, of the reasons for such refusal, as well as of the procedure for correcting the errors that are the cause of the refusal, by informing the User accordingly within a term set forth in the Time Schedule through information message visible through the Electronic Banking Services themselves.

The Bank may charge a fee for notification of refusal to execute a Transaction if the refusal is based on reasons stated in this subheading of the Special Conditions, in accordance with the Fee Tariff.

### Revocation of Electronic Payment Order

The Authorized User may not revoke the consent for the execution of the Transaction after he has given his consent for execution of the Transaction in the manner specified in the subheading Consent for the execution of Transactions and after the Transaction has been received in the Bank's information system.

### Information on Transactions

The User and / or the Authorized User is obliged to look after the Account Statements and notifications received from the Bank and to review them, and inform the Bank of any discrepancies and / or challenge and / or observed errors.

The User and / or the Authorized User is obliged to regularly monitor the outcome of Transactions performed through the Electronic Banking Service by reviewing the changes in the accounts.

All proceedings for transfer of Electronic Payment Orders through the Electronic Banking Service between the User and the Bank, as well as data related to completed Transactions, are recorded within the Bank's information system, and the Bank keeps them in accordance with applicable regulations and may reproduce them on paper, permanent data carrier medium or in electronic form.

The Bank archives messages related to Transactions that the User and / or the Authorized User submits through some of the available communication channels (including, but not limited to e-mail, SMS message, voice record of telephone conversation, logs from web server, etc.) in accordance with prescribed deadlines.

### Information on Protective and Other Measures Related to Execution of Transactions

Information on protective and other measures related to the execution of Transactions is contained in the General Terms and Conditions: Chapter XV Information on protective and other measures related to the payment instrument, Chapter XVI Liability of the Bank as a payment service provider in connection with the execution of a payment transaction and Chapter XVII Rights and obligations of the Bank as a payment service provider.

Additionally, the User engages to:

- Use the means of identification and authorization in such a way as to preserve its secrecy, ie that the username, password, PIN and data generated by the Token will not be recorded, disclosed or made available to third parties and that, in case of acting otherwise, it accepts responsibility for all obligations for all obligations arising from using the Means of Identification and Authorization,
- immediately and without exception inform the Bank about the loss or unauthorized use of the Identification and Authorization Facility, about all other forms of misuse of the Identification and Authorization Facility or the Electronic Banking Service, as well as about any use thereof not defined or in accordance with the General Terms and Conditions; Special Conditions, the Payment Service Agreement and / or the agreement establishing Direct Channels for Legal Entities and Entrepreneurs and / or the User Instruction,
- will enter correct data during the execution of Transactions through the Electronic Banking Service and bear the risk of entering incorrect and / or unnecessary data and misuse of the Electronic Banking Service,

- report the change of all data of the User and Authorized Users necessary for the use of each individual Electronic Banking Service, by submitting the Request for change of data,
- execute all Transactions in accordance with the Framework Agreement, laws and bylaws governing this area, ie fulfill all contractual obligations and exercise rights in accordance with applicable regulations,
- provide access control to devices from which it uses Electronic Banking Services,
- behave responsibly and reasonably on the Internet in the sense that it will not open e-mails with unknown links or malicious programs thereby allowing the device from which it accesses the Electronic Banking Services to be infected with malicious software that may cause financial damage,
- implement security protection measures on devices accessed by the Electronic Banking Services, use malware protection programs and access the Electronic Banking Services exclusively from devices that do not contain malicious programs,
- regularly monitor the Bank's website and, in particular the Bank's notifications regarding the Electronic Banking Services and react accordingly,
- take into account the reports and notifications received from the Bank with the obligation to review them and to inform the Bank about any challenge and / or dispute and / or observed errors.

The User engages to check the accuracy of the data on the Account Statement and in case of mismatch, to submit a complaint to the Bank as soon as possible, with 5 (five) days from the date of delivery of the statement to the User at the latest. The Bank shall examine any disputes or discrepancies in the debiting or crediting of the account indicated by User, provide relevant information available to it and, depending on the results of the verification, make necessary adjustments and corrections on the account.. In case of unauthorized, non-executed or incorrectly executed Transactions, the provisions of the General Terms and Conditions of Chapter XV of the Information on protective and other measures related to the payment instrument shall apply. In case of filing objection to the work of the Bank, the provisions of the General Terms and Conditions of Chapter XIX of the Information on Customer Protection shall apply.

In case of non-compliance with obligations under this point, as well as in case of breach of the provisions of these Special Terms, General Terms, Payment Service Agreement and / or other agreement establishing Direct Channels for Legal Entities and Entrepreneurs, or other provisions of the Framework Agreement, by the Authorized User, the User shall be deemed to have acted with gross negligence and shall bear the damage incurred as a result of such conduct, in accordance with the Framework Agreement.

The Bank shall not be liable:

- in case of inability to execute the Transaction due to the error of the Authorized User,
- due to unavailability of the Electronic Banking Service caused by technical problems on the computer equipment or mobile telecommunication device of the User or the Authorized User, interruption or interference on telecommunication channels, power outage or as a result of force majeure,
- for computer, hardware, software and communication equipment used by the User or the Authorized User for access to Electronic Banking Services,
- in case of possible misuse of the Identification and Authorization Means by the User, Authorized User or a third party, until the User officially reports to the Bank its invalidity, revocation, theft, loss or unauthorized use.
- in case of unavailability of the m-bank Mobile Banking Service, by the Authorized User who tries to install it on a device running on an operating system older than the last 2 (two) versions of available operating systems,
- in case of unavailability of the m-bank Mobile Banking Service to an Authorized User who tries to install it on a device illegally unlocked or intended for a foreign market (jailbreak or root done).

### Transaction Limit

The Bank has prescribed a daily spending limit of 10,000,000 dinars for performing Transactions through the Hal WEB SME and Hal mBank SME services, while the maximum spending limit per transaction is 4,000,000 dinars.

For security reasons and depending on security assessments, the bank may change and introduce other spending limits on a daily and / or weekly and / or monthly level, limits according to the number of transactions, etc. The Bank is obliged to submit a notice on the change of the limit to the User-Entrepreneur on paper or on another permanent data carrier. Regarding Users-legal entities, the change of the spending limit is done by changing the User's Instructions, available on the Bank's website.

## VIII FEES

The Bank calculates and charges Fees for the use of Direct Channels for legal entities and entrepreneurs for execution of Transactions using the Electronic Banking Service from the User's account in accordance with the Fee Tariff as an integral part of the Framework Agreement.

The Bank calculates and collects fees for the use of the Electronic Banking Service until the fifth working day of the month for the previous month, by debiting the current accounts of the User at the Bank, unless otherwise agreed, in accordance with the Fee Tariff.

Fees for the execution of International Payment Transactions using the Electronic Banking Service are calculated and charged per Transaction. Fees for the execution of domestic payment transactions using the Electronic Banking Service are calculated and charged on the first working day of the month for Transactions from the previous month. The Bank may allow the User different dynamics of calculation and collection of fees (e.g. on a daily, weekly, biweekly basis) in which case it shall be necessary for the User to submit to the Bank a change request and for the Bank to accept such request. The Bank charges all fees by debiting the current account of the User at the Bank, without payment order.

The Bank calculates and charges for the delivery of SMS messages in accordance with the applicable Fee Tariff for all SMS messages which the Bank sends to the User on all mobile phone numbers registered for the SMS service. Fees for sending SMS messages are calculated and charged by the Bank by the fifth working day of the month for the previous month, by debiting the current accounts of the User at in the Bank, unless agreed otherwise.

The Bank may collect any financial obligation of the User to the Bank from available funds from all accounts opened in the Bank, by automatic debit of accounts. If the User maintains several accounts (dinar or foreign currency), the Bank is authorized to choose the order in which it will transfer funds to collect its receivables from the User, including the buyout of funds from foreign cash currency accounts at the Bank's purchase rate on the day the Bank purchase for the purpose of collection of due obligations of the User. In case of collection of foreign currency receivables of the Bank from dinar accounts of the User, the selling rate of the Bank for foreign exchange on the day of debiting shall apply. In case of collection of foreign currency receivables of the Bank which are kept in a currency other than the currency of the Account of the User who is indebted for collection of these receivables the purchase and selling rate of the Bank for foreign currency on debit day shall apply (purchase rate for conversion of foreign currencies into dinars and selling exchange rate for conversion of dinars into foreign currency).

Expenses related to SMS messaging by the User for request of review of balance and change on account shall be calculated and charged by the mobile operator.

## IX BLOCKING / UNBLOCKING OF USE AND CANCELLATION

At any time, the User may block the user of each individual service i.e. each individual Direct Channel service for legal entities and entrepreneurs:

- By dialing Contact Center numbers: 381 (0) 11 3011555, 0800 23 23 22; 381 (0) 21 421 077,
- By submitting a request to any Bank branch.

The Bank may block services within Direct Channels for legal persons and entrepreneurs if:

- it estimates that the security of the User's data and funds is threatened for any reason;
- suspects that the User or a third party is abusing the services,
- the use of these services by the User, at the sole discretion of the Bank, poses a security threat or endangers Bank operations,
- the User fails to duly settle its obligations to the Bank on any ground,
- if the User fails to comply with the agreed provisions and the User's Guide,
- in other cases foreseen by law.

The Bank shall lock to the User automatic access to electronic banking service in case of three incorrect PIN entries.

The Bank shall advise the User of its intention to block the Direct Channels for legal entities and entrepreneurs, as well as of reasons for that blockade. If it is unable to inform the User about it before the blockade, or if reasons for the blockade so require, the Bank shall be obliged to do so immediately after the blockade. The Bank shall submit the notification on the intention of the blockade, ie on the blockade through the agreed communication channel. Exceptionally, the Bank will not notify the User if submission of such notice is prohibited by law or in case of are justified security related reasons. The Bank shall again enable the use of Direct Channels for legal entities and entrepreneurs when the reasons for their blockade cease to exist. In such cases, the User may unblock access to the Direct Channels for Legal Entities and Entrepreneurs in the Bank's branch, being understood that the Bank is entitled to refuse to unblock if there the security threat persists.

The User is entitled to cancel the use of one or all services or one or all Direct Channel services for legal entities and entrepreneurs, provided that he uses them outside the Package, upon submission of a written request to the Bank.

The Bank is entitled to cancel some or all Direct Channel services for legal entities and entrepreneurs without terminating the Framework Agreement, under the same terms and under conditions that apply to the termination of the Framework Agreement, Chapter XVIII of Terms and Conditions and Supplement to Framework Agreement and the right of termination.

Cancellation of Direct Channels for Legal Entities and Entrepreneurs by the User or the Bank does not automatically entail termination of the Framework Agreement, while termination of the Framework Agreement leads to automatic termination of the possibility of using Direct Channels for legal entities and entrepreneurs.

Termination of the Framework Agreement by the User or the Bank shall be performed in accordance with the General Terms and Conditions, Chapter XVIII Conditions for Amendments to the Framework Agreement and right to termination.

The User is obliged to pay to the Bank all fees for the use of Direct Channels for legal entities and entrepreneurs and for the execution of Transactions by the day of cancellation / termination, as well as all other fees and costs in accordance with the Fee Tariff until the date of cancellation / termination.

Direct Channels for legal entities and entrepreneurs may not be used upon termination of the Framework Agreement by the Bank or User, closure of account or due to cessation of User.

All transactions made with value date in the future by use of electronic banking service, which haven't been cancelled until cancellation time, shall be executed.

## **X AMENDMENTS AND SUPPLEMENTS TO FRAMEWORK AGREEMENT**

The Bank is entitled to amend and supplement the Framework Agreement i.e. documents forming an integral part of the Framework Agreement, in line with the provisions of the General Terms and Conditions for Payment Services, Chapter XVIII Conditions for Amendments and Supplements to Framework Agreement and right to termination.

## **XI CONFIDENTIALITY AND PROTECTION OF DATA**

The Bank keeps all data obtained during the contractual relationship as a business and banking secret in accordance with the provisions of the General Terms and Conditions, Chapter XX Confidentiality and Protection of Data on payment services, as well as in accordance with regulations governing banking and business secrets.

The Bank shall protect the personal data of the User in accordance with the provisions of the General Terms and Conditions, Chapter XX Confidentiality and Protection of Data on payment services, as well as in accordance with the regulations governing the protection of personal data.

## **XII USER PROTECTION**

If the User considers that the Bank does not comply with the provisions of the Framework Agreement, applicable regulations and good business practices in the area of payment services, it shall be entitled to protect its rights and interests in accordance with the law governing the protection of financial services users related to exercising protection of the rights and interests of users of financial services (right to object, complaint and possibility of resolving the disputed relationship), all in accordance with the General Terms and Conditions, Chapter XIX Information on Protection of Users.

## **XIII COURT JURISDICTION**

In case of dispute in connection with and regarding the Framework Agreement, the Bank and User will make efforts to resolve such dispute amicably. Otherwise, the competence of the court shall be determined in accordance with regulations.

## **XIV CLOSING PROVISIONS**

The General Terms and Conditions, i.e. Framework Agreement shall apply to everything that has not been regulated by these Special Terms and Conditions.

The provisions of the law regulating the area of payment services, electronic business, obligations and other laws and legislation in the Republic of Serbia shall apply to everything that has not been regulated by the Framework Agreement.

The provisions of these Special Conditions shall take effect and enter in force on the date of their adoption by the Board of Directors.

On the day of the beginning of the application of these Special Conditions, the Special Conditions of Use of Direct Channels for Legal Entities and Entrepreneurs adopted at the session of the Board of Directors under no 02/21-3.2 from 25.01.2021 in application as of 30.04.2021 shall cease to be valid.

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Deputy President of the Board of Directors  
Gabor Kolics