

Pursuant to Article 73, paragraph 1. item 5. of the Law on Banks ("RS Official Gazette", No.107/2005, 91/2010 and 14/2015), in accordance with the provisions of the Law on Payment Services and Article 38 of the Articles of Association of Expobank JSC Belgrade (hereinafter: **the Bank**), the Bank Board of Directors hereby adopts the following

GENERAL RULES, TERMS AND CONDITIONS OF OPERATIONS OF EXPOBANK JSC BELGRADE

GENERAL PROVISIONS

Article 1

The General Rules, Terms and Conditions of Operation (hereinafter: **The General Terms and Conditions**) define the following:

- Standard conditions of operations for Expobank Joint Stock Company Belgrade (hereinafter: **The Bank**) which apply to all domestic and foreign legal entities, entrepreneurs and individuals, that use or have the intention to use the Bank services (hereinafter: **The Customer**) and who have been duly identified by the Bank;
- General Terms and Conditions for establishing business relationship between the Customer and the Bank;
- The procedure for communications between Customer and the Bank;
- All other General Terms and Conditions between Customer and the Bank.

For Banks' customers which are considered as Users of financial services as prescribed by the Financial Services Consumer Protection Law – individual, entrepreneur, farmer as an owner or member of a farm (hereinafter: **Individual – User**), the Bank has prescribed rights and obligations in accordance with the Law on protection of users of financial services which does not apply to other customers from Paragraph 1 of this Article.

Application of General Terms and Conditions

Article 2

General Terms and Conditions are applied on all relations between the Bank and the Customers on the basis of contracts and they are considered as a part of contracts.

General Terms and Conditions also include acts which determine charges and other fees which the Bank charges to the Customer (i.e. Tariff etc.).

In case of non-compliance with these General Terms and Conditions, primarily are applied rules from General Terms and Conditions which regulates terms and conditions of business for types of services and different categories of customers of the Bank (for payment services, electronic banking, activities regarding payment cards).

The Bank will provide General Terms and Conditions on a visible spot in Bank's premises and on the Bank's website in Serbian language, within prescribed deadline.

In accordance with the legislation, about amendments and supplements of this General Terms and Conditions, the Customer will be informed by publishing in Bank's premises and on the Bank's website, at least 15 days before its effectiveness, unless positive legislation requests different deadline. Those amendments shall be considered adopted unless the Customer doesn't submit written complaint within prescribed deadline.

When opening an account with the Bank or when establishing any form of business relationship with the Bank, the Customer may take a copy or appropriate excerpt of General Terms and Conditions, upon his own request, at the counter, with appropriate explanation and instructions.

Conditions and ways of Correspondence

Article 3

The Bank shall communicate with the Customer in writings, by:

- Directly giving letters to the Customer on a counter or by courier,
- Submitting to the address of residence of an individual or registered office of a legal entity, on which the Customer informed Bank in a way prescribed by this General Terms and Conditions, or using data available in the Serbian Business Registers Agency or other responsible body for registration of businesses. The Bank shall not bear Clients' damage if the letter was sent to the incorrect address because the Bank was not informed timely about new one,
- Sending to the last reported electronic address of the Customer (e-mail) or by other way of electronic communication which was previously adequately determined,
- Giving data on a durable medium (CD, USB, SMS etc.) in person or by sending that durable medium by the mail.



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The Customer may inform the Bank by the telephone call about changed address for letter sending (alternative address) only from the telephone number which was previously recorded in the Bank. The Bank will identify Customer by checking personal data which the Customer submitted when established business relationship and which are recorded in the Banks system. Such telephone conversation will be recorded and will act as a proof about changed address. About this the Customer is agreed when signing contract with the Bank.

Banks' notifications shall be considered as dully submitted when they are sent onto last known address of the Customer known to the Bank on the day of sending letter or durable medium to the Post office or to the Company which is registered for submission as well as onto day of sending Fax or e-mail.

Article 4

Any written communication between the Customer and the Bank delivered by hand or by courier mail shall be deemed received by the Bank only after the Bank's stamp acknowledging receipt has been affixed to the Customer's copy of such document or the respective acknowledgment receipt has been issued in writing by the Bank.

Article 5

The Bank shall not assume any responsibility nor may it be held liable in respect of the authenticity, validity or completeness of any received documents, any harmful effects that may be associated with the use of written materials inappropriate for such documents, the adequacy of interpretation, translation, the type, quantity and nature of goods to which such documents refer.

The documents of foreign origin presented to the Bank as a proof of identity or authorization shall be duly verified as appropriate subject to applicable and binding laws and regulations, and internal enactments of the Bank.

The Bank, however, shall not be responsible in this respect beyond the extent of due diligence rules.

The Bank is not obligated to examine the authenticity, completeness or validity of documents of domestic or foreign origin that were sent or which are in their possession, beyond scope of due care which is related to appointment of the tutor, administrator or other mandatory administrators, but in a case of suspicion will inform responsible government bodies in accordance with this General Rules and Conditions and relevant legislation.

Article 6

Any written communication required by applicable laws and regulations which is delivered to the Customer, shall be deemed duly received by the Customer if the Bank holds:

- Printed document of any type (certified mail receipt, delivery note, etc.) or
- A copy of the relevant letter or acknowledgment of receipt or delivery confirmation against signature or initials of the Customer or a Customer's employee (or of individuals authorized on other grounds for recording the receipt of the relevant mail) as well as in any other case prescribed by the relevant laws and regulations which governs the method of mailing or
- Proof of sending by electronic mail (e-mail, SMS etc.).

Article 7

If any notice or communication is undelivered following the normal period needed for any mail or other deliveries to be made, in particular, any notices in respect of payments made as ordered by the Customer or payments received in favor of the Customer, and in respect of any money deposited, the Customer shall be required to immediately notify the Bank thereof.

Should the deadlines for delivery differently specified in a special Agreement concluded between the Bank and the Customer from the deadlines provided in these General Terms and Conditions, the deadlines specified in the Agreement shall prevail.

Article 8

Any orders delivered by fax or electronic mail, and other communications received or sent by the Bank, shall always be confirmed in writing should such requirement is stipulated by the respective agreement and/or applicable laws and other regulations.

Article 9

The Bank may, upon the Customer's explicit request in writing, send the securities at the Customer's risk, by registered mail insured or not, or with a low declared value.

RIGHTS, LIABILITIES AND RESPONSIBILITIES OF THE BANK

Rights of the Bank

Article 10

The Bank has the right to:

- Freely choose its clients with whom will enter into business relationship, which includes right to refuse to conclude contract i.e. to provide service to the Customer, without particular explanation.
- Not to open account, if determines that the Customer is registered on official lists of embargo or sanctions, in accordance with local and international legislation, which relates to Money Laundering and Terrorism Financing, as well if opening of account for that Customer would represent reputation risk for the Bank.
- Ask from the Customer relevant data which is necessary for the Bank to fulfill its regulated obligations from the area of the prevention of Money Laundering and Terrorism Financing or which arise from international government contracts. If the Customer refuse to submit data which will enable performing analysis of customer and/or performing specific payment transaction, in accordance with AML&TF legislation, the Bank will not establish business relationship i.e. will refuse performing of specific payment transaction by order and/or for the client's account and will, if prescribed by the business policy or decision of the Bank, cancel already established business relationship.
- Block using certain products and services without customers' consent, cancel already established business cooperation in order to protect itself from anti-money laundering and terrorism financing risk in accordance with regulation, international sanctions towards some countries and Banks' internal acts which regulates this area.
- Dispose with the funds from customers' accounts without their consent or orders in a process of enforced collection, payment by enforceable and executive decision from court or other government body as well as in other cases prescribed by the legislation.

The Bank has other rights prescribed by the legislation, this General Terms and Conditions and other acts of the Bank as well as in accordance with agreement which is concluded with the Customer.

Liability of professional and due attention

Article 11

The Bank professionally and duly meets its business liabilities in line with the existing positive laws and regulations, its own general policy documents, rules of operations and the specific agreement.

The Bank has special rights and obligations towards users of financial services in accordance with provisions of the Financial Services Consumers Protection Law (individuals, entrepreneurs and farmers).

The Bank does not bear responsibility for customers' omissions in informing about content of contract and details in relation to its contractual obligations, neither such omission will set Customer free from obligation to fulfill its contractual obligations.

Disclaimer in case of the Force Majeure

Article 12

The Bank shall not be responsible for the damage caused by Force Majeure. In line with these General Terms and Conditions, Force Majeure shall mean riots, wars, natural disasters, strikes, acts of terror, epidemics, delays in transportation, laws and bylaws, administrative regulations of domestic or foreign competent authorities, changes in the Foreign Account market, blocking of assets of third parties in the country and / or abroad due to compliance with international standards prescribed for the prevention of terrorism and money laundering, power failure, or interruptions in the communication or equipment or Bank software or third parties as well as other circumstances that the Bank could not predict nor influence.

The abovementioned shall also apply in cases when the Bank, due to justified reasons, suspend or limit its business operations for certain number of days or certain time.

Bank will take necessary measures to minimize or limit any impact that would cause damage to the Customer.

Responsibility for outsourced activities

Article 13

The Bank is responsible for activities, related to its business, that were outsourced to third parties in accordance with the legislation and concluded agreements.

Obligation to keep Banking secret

Article 14

The Bank adheres to the obligation of keeping banking secrets on information related to personal data, financial status and transactions as well as the property or business connection of Customers, the data about the balance and turnover on individual deposit accounts and other data which the Bank becomes aware of during its business operations with Customers.

The Bank and members of management, shareholders, Bank employees, as well as the Bank's external auditor, and other persons who have access to data that represent the bank secret due to the nature of activities they perform, shall not disclose such information to third parties or use them against the interest of the Bank and its customers, nor enable access to such information to third parties.

The obligation to keep bank secrets shall not cease even after termination of the status, onto which access to the data has been previously established.

The Bank may disclosure data considered as secret to third persons only with written approval from the Customer, which may be included in contract between Customer and the Bank, unless otherwise prescribed by legislation.

Exceptions from the obligation to keep banking secret

Article 15

The obligation of keeping banking secret does not exist if such data are disclosed in accordance with the legislation (to judicial and executive authority, to other government bodies and organizations, as well as to professional association of banks) or agreements with the NBS.

Personal Data Protection

Article 16

The Bank collects personal data and processes such data in formed databases, in accordance with its activities, The Bank obligations based on business relationship between the Bank and persons , the personal data relates to, legal obligations of the Bank, legitimate interest of the Bank etc.

The Bank process personal data to the Law on protection of Personal data and consent of individual processed personsl data relates to .

The Client rights in line with legal regulation erlated to personal data protection

The Bank, is entitled to :

- All necessary information and data which relates to the client (name and surname, date of birth, address, personal identity number, personal ID number, telephone number, e-mail address) and his business relation with the Bank, make available / submit to the employees/ members of management bodies /shareholders of the Bank , the National Bank of Serbia, to the Credit Bureau, Association of banks in Serbia ,external auditors of the Bank, to the Forums for the prevention of abuses in the Chambers of Commerce Serbia, to the National Mortgage Insurance Corporation, responsible Tax Authorities as well the other state authorities to parties to which submission of data is required by the legal legislation as well as to all third parties with whom the Bank has concluded contracts which are necessary for realization of business relationship as well non-disclosure contracts in connection with the business relationship between the Customer and the Bank.
- Process the data in the sense of Law on personal data protection with the aim of realization of business relationship between the Customer and the Bank, for the purpose of carrying out obligations of the Bank in accordance with the regulations, and for the purpose and in the way the Bank deems necessary and/or appropriate in conducting its business.

The Bank processes and safeguards data in line with all available technical, organizational and human resources measures for personal data protection in order achieve the satisfying level of security , prevent loss prevention, breach of confidentiality, unauthorized access, disclosure and any other abuse of personal data stored in its data basis .

RIGHTS, LIABILITIES AND RESPONSIBILITIES OF CUSTOMERS

Right for Offer

Article 17

An individual – User of services has the right to Offer with overview of all relevant information related to the specific product i.e. service of the Bank, in accordance with prescribed legislation.

Offer is valid and binding for 3 days from the day of issue, if Individual – User of services for which the offer was given meets conditions for using requested financial service of the Bank, in accordance with legislation and Bank's acts.

An Individual – User of services has the right and the liability, before conclusion of the contract, to carefully read the Offer and this General Terms and Conditions, draft of contract or annex as well as additional documentation.

Right to objection

Article 18



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The Bank, on its business premises accessible by the clients, visibly display the information on complain filling and handling, possibility to submit complaint to the National Bank of Serbia; Also on its corporate site on home page the Bank dispays e-mail address for objection submission by clients.

The Customer has the right to submit written objection in written form if he thinks that the Bank fails to comply with legislation which governs financial services, this General Rules and Conditions, good business practices and obligations from signed contract.

The objection must contain data of the Client allowing identification of the Client relationship with the Bank as well reason for objection.

If Client submits objection through representative, the special power of authority by which Client authorizes representative to file complaint with the National Bank of Serbia, on his name and for his account, to act upon that complaint must be submitted. The PoA must allow to representative access to data not related to him/her and which represent banking secret in sense of law on banks and/or business secret in sense of Law.

The Client objection which does not contain the required elements, the Bank will reconsider and if the same may be treated as reclamation, the Bank, will act in compliance with its internal acts related to the connected business process(payment services, cards, loans) with due care.

The Customer, an individual, and regarding payment services Client- legal entity, may submit objection within 3 years from the day his rights or interest was violated. The Bank does not charge solving complaints. The Client- legal entity, regarding services bank provides based on loan agreement and deposit agreement, and also other services bank is providing in accordance with the law, may submit objection on the Bank work within the period of 60 days from the day it realized that its rights and obligation were violated but not later than 3 years from the day that violation took place.

Complaint may be submitted in the business premises of the Bank accessible by clients through published e-mail addresses or by sending letter to the Banks' address.

The Bank will consider Clients' allegations with due care and answer to the Customer within 15 days from the day of receiving. For the reason The Bank is not responsible, the Bank may postpone sending answer for additional 15 days upon which will timely inform Customer in writing. Written objection received by e-mail after working hours is considered to be received by the Bank on the next working day. If the Customer finds himself unsatisfied with Banks' answer, he has the right to place complaint to the National Bank of Serbia in written form to the address:

NATIONAL BANK OF SERBIA

Department for Financial Consumer Protection

Nemanjina 17, 11000 Beograd

or Post-office box 712, 11000 Beograd

or by e-mail: zastita.korisnika@nbs.rs,

or to ask for solving dispute by mediation before the National Bank of Serbia or other Body or person which is authorized to mediate.

Guarantor has the same rights mentioned hereof as the Customer.

Right of withdrawal from concluded contract

Article 19

An individual – User of services have the right to withdraw from the credit agreement, agreement on authorized overdraft facility and agreement on issuing and use of a credit card - within 14 days from the date of conclusion of the agreement, without giving any reason for withdrawal. In case of a credit agreement secured by a mortgage and in case of agreements the subject-matter of which is the purchase of real estate, individual – User of services may withdraw from the agreement provided he/she has not started to use the credit.

When withdrawing from the agreement referred to in paragraph 1 hereof and prior to expiry of the term referred therein, individual – User of services shall notify the Bank about his/her intention. In order to become effective, it is necessary that the Customer possess proof that the Bank received written cancellation in the manner that provides confirmation of receipt of that notification, where the date of receipt of such cancellation shall be considered the date of withdrawal from the agreement. This notification shall be delivered in writing or on another durable medium.

An individual – User of services who withdraws from the credit agreement, agreement on authorized overdraft facility or agreement on issuing and use of a credit card shall immediately, and not later than 30 days from the dispatch of the notification referred to in paragraph 3 hereof, repay to the bank the principal and interest accrued under the main deal for the period the credit has been used.

In case referred to in paragraph 2 – the Bank shall be entitled to reimbursement of actual costs incurred in connection with the conclusion of the credit agreement.

An individual – User of services shall be informed of actual costs referred to in paragraph 5 hereof before the conclusion of the credit agreement.

Obligation to the inform Bank about data change

Article 20

The Customer is obliged to inform the Bank without delay, and no later than three (3) days of any changes in name or surname, address, employer, official address, main activities, status and other changes that are registered with the competent authorities, and changes of the authority for representation, the scope of their powers and empowered persons, as well as all other changes necessary for the swift business operation through the Bank.

The Customer is obliged to inform the Bank without delay about the change of other elements which are relevant for servicing its obligations towards the Bank, such as change of employment, loss of employment, reduction or loss of income, etc.

The Customer is obliged to submit, upon the Bank's request all necessary documentation, for the purpose of establishing client's credit worthiness and completing obligations prescribed by the currently valid legislation during whole loan repayment period. All possible costs incurred by this should be borne by the Customer. In case the Customer doesn't deliver these documents, Bank will try to acquire them on its own and to charge Customer's account for any expense incurred during the acquisition.

The Customer is obliged to submit true and credible documentation, data and statements, prescribed by the legislation and other Banks' acts.

All documents which the Customer submits to the Bank in a foreign language, must be translated and certified by the sworn court interpreter. In case that the positive legal regulations of the Republic of Serbia or existing international legal regulations and/or agreements require so, the said documents must also be on appropriate way legalized (verified with apostille, etc.).

The Customer bears the damage caused by violation of his obligation of informing the Bank.

Checking of reports and right for Reclamation

Article 21

The Customer is liable to check, without delay, the accuracy and completeness of current or other account statement and all other reports and notifications received from the Bank, and to address to the Bank as soon as possible if he thinks that there are reasons for reclamation.

The Bank shall not be held liable for possible damage caused by the Customer's delay in filing a claim.

Article 22

The Customer is obliged to inform the Bank without delay that he has not received the document within the expected /usual period, which the Bank should have delivered in accordance with the legislation or agreement (current or other account statement, various calculations, etc.).

RESOLVING DISPUTES

Article 23

The contracting parties agree that the Bank's premises, in which the files of the agreement are governed, shall be considered the place of performing their contracting liabilities. Unless otherwise explicitly provided by the Bank in writing, the legal relation between the Customer and the Bank shall be governed by the laws of the Republic of Serbia irrespective of where any legal action may have been taken and / or is pending. Any relationship between the Customer and the Bank shall also be governed by international rules and practices to the extent such rules and practices are binding for the Bank and/or Customer or generally accepted by the international business community.

Article 24

Unless otherwise defined between the contracting parties or prescribed by the current laws and regulations, any dispute arising from or in connection with the relationship between the Bank and the Customer (either corporate or retail) shall be resolved before the competent court in the Republic of Serbia. The Bank, however, retains the discretionary right to take any appropriate legal action against the Customer before any court of other jurisdiction.

A dispute arising from the agreement concluded between the Bank and the Customer may be resolved in the out of court procedure – mediation, by the NBS, or in any other out of court procedure prescribed by the legislation.

GENERAL TERMS OF PERFORMING BANKING OPERATIONS

Article 25

Entirely deleted

Article 26

Entirely deleted

Authorizations for managing and disposing funds on account

Article 27

The Customer – an individual may authorize other individual that may manage funds on his account, except for term deposits, within given authorities. This right will cease by death of account owner, by revocation of authority or by expiration, i.e. by other regulatory prescribed reasons.

When opening account of legal entity/ entrepreneur will state name of the person in charge for managing such account and submit documentation acceptable for the Bank for that person and deposits signature of that person.

The Customer – legal entity / entrepreneur may authorize several persons for managing funds on his account, based on authority given on prescribed Form: Specimen Signature Card.

Article 28

Persons authorized to manage funds in the account shall not be authorized to further authorize any other persons or revoke the existing ones, neither to close the account. Exceptionally, an account holder may grant special proxy to another person to fulfill explicitly stated transaction on that account. Special proxy for such transactions shall be certified by a relevant authority (Court, Diplomatic Consular representative office of the Republic of Serbia abroad or other relevant authority for the specific case and the positive laws and regulations). Special authorization is also possible to be given for term deposits.

The Bank shall not be liable for any loss incurred by the Customer if the Bank complied with the instructions stated in the special proxy signed by the Customer and provided that the Bank duly verified the identity of the authorized person.

Article 29

The person authorized to operate an account is the only person, with account holder, authorized to dispose of funds in the account even in cases when the Bank has been given proof that the funds in the account are owned by a third person, except otherwise stipulated by laws and other relevant regulations.

Article 30

The Customer shall inform the Bank, without delay, in writing, about the possible alternations and additional data significant for operating the Customer's account and disposal of funds of a legal entity or a natural person, especially about given authorizations.

Any alterations and additions to such details shall be binding for the Bank only from the moment of submission of written notification and the Bank is not responsible for any damage which occurs from omission of the Account' owner to inform the Bank about significant changes for managing account.

Article 31

Authorizations and specimen signature card containing names of persons authorized to operate the account and/or dispose of the funds in the account are valid until revoked in writings as stipulated by the Bank or by form prescribed by the legislation.

In case the Bank during its business operations, in accordance with the current regulations become familiarized with information on changing data about Customer (i.e. change of representative), it is authorized to suspend the disposal of funds in the Customer's account until adequate documents are presented.

Article 32

In the moment of submission of written notification with appropriate proof about death of an individual who have opened account in the Bank, or by submission of reliable and verifiable information about death of an individual who have opened account in the Bank, authorization and eventually given powers for managing account ceases to be valid, and all payment cards related to that account will be immediately blocked for all further transactions i.e. ceases to be valid. Until this moment, given authorizations and powers are valid for the Bank and the Bank will not be liable for damage which may occur for third parties by managing or disposal of funds on the account by authorized persons.

When notified as in previous Paragraph, the Bank will allow managing of the account only on the basis of final and executive decision of the competent court or other body, or final and binding decision on custody over legacy or other decision of competent body, in accordance with legislation.

Article 33

Entirely deleted

Special purpose account for payment of foundation capital

Article 34



The Bank may, upon the written request of a Customer – company, in the procedure of founding, open an appropriate account for such purpose, in line with the legal regulation.

The Bank may issue the adequate Certificate on initial capital payment to such Customer, if conditions stipulated by relevant regulations, especially that on submitting relevant documentation and payment of foundation capital.

Collection from Customers' accounts

Article 35

If the Customer holds more than one account with the Bank, the Bank may, at its own discretion, assert and collect its claims (in accordance with the Customer's authorization, which shall, upon acceptance of these General Terms and Conditions, be considered unconditionally and irrevocably granted) from all Customer's accounts, irrespective of the account currency and against the balance of each account separately and independently, in accordance with the applicable regulations.

In accordance with the previous paragraph, for collection of claims, the Bank uses the available technical resources, with the possibility that accounts of customers' may be, temporary, inaccessible due to technical reasons.

Article 36

The Bank is authorized to, at any time, set off any receivables due from Customer with its liabilities toward the Customer.

Article 37

The Bank is authorized to act in line with the abovementioned Article 36, in order to fully satisfy its claims against the Customer regarding the processing of current transactions and charges incurred and payable therewith, in accordance with the tariff charged by the Bank for standard services (hereinafter: **the Tariff**). In addition to the agreed or standard interest rates, fees (including handling charges) and other commissions and the Contract in question, the Customer shall bear all other expenses incurred in regular business relation with the Bank.

The Bank may charge these extra costs in accordance with the abovementioned Article 36 in a total amount.

Illicit overdraft

Article 38

If the Customer overdraws its account without explicit overdraft agreement or exceeds the agreed amount or exceeds the agreed repayment time limit, the Customer shall be obliged to pay, in addition to the agreed interest, fees and commissions, deferred interest and fees and commissions in accordance with the calculation applicable by the Bank for the illicit overdraft.

Disposal of funds without Customers' consent

Article 39

The Bank shall be authorized to dispose of the funds held in the account without obtaining the Customer's consent in the following cases:

- For the purpose of any payments subject to valid and enforceable Decisions issued by the Court or other relevant authorities, or in other cases as provided by applicable and binding regulations;
- For the purpose of blocking an account against the legally binding and final decision of the Court or other competent authority, in line with the binding and positive regulations (in case of inventory for the purpose of securing or effecting temporary measures, retention, etc.),
- For the purpose of paying against issued security instruments in payment operations in compliance with the instructions given by the NBS, for the purpose of payment of the interest calculated, fees, commissions and other costs, all in compliance with the authorizations from the agreement
- In other cases prescribed by positive laws and regulations.

Blockage and closing of the accounts

Article 40

The Bank will block account immediately upon notification about death of the owner, upon owners request (missing or stealing of payment card) as well as upon court decisions, decision of other responsible bodies or in other cases, in accordance with positive legislation and Bank' enactments.

The Bank will close account upon customers' request, upon specified certified proxy in accordance with the legislation, Bank' enactments, provisions of contract as well as on decision of the court or other responsible body.

The Bank has the right to cancel Contract on opening and closing of the account:

- If the Customer has been deleted from the Registry,
- In cases when is not possibly to identify Customer in accordance with the positive legislation,
- In other cases prescribed by the Law (bankruptcy, liquidation, statutory changes).

Inactive/Dormant accounts

Article 41

If an individual does not use his/her account for the longer period of time precisely the only account transactions are system transactions ,related to booking of charges and other costs of the Bank carried out by default, in order to prevent its abuse, the Bank will block account classifying it as " Dormant account" unless in case of automatic extension .The period of allowed of inactivity is 3 months for payroll account, 12 months for the other current account as well a vista account and 60 months for term deposit accounts. During "the Dormant status" debit and withdrawal are prohibited till the account holder submits request for changing the account status.

If request for account activation is not submitted during the period of 24 months counting from the beginning of Dormant status, the bank may close account without Client additional consent or his/her presence, evaluating the individual circumstances.

If balance of dormant account is less that materially significant amount, the bank may close account following the period of 6 months.

In case of account closure stipulated in this article, prior to closure the Bank will verify the Client financial obligation to the Bank and inform the Client on account balance and its closure. Any account balance, upon its closure will be transferred to the special account, regulated by legal regulation and the Bank internal policy – "account for funds not used ".

Statement of open items

Article 42

The Bank is obliged to audit the financial statements at least once a year or at intervals required by applicable laws and regulations, and it shall produce the respective statements (Statement of open items), which it shall deliver to the Customer for reconciliation in accordance with applicable legislation.

In case the Customer does not return to the Bank the Statement of open items within 5 (five) days from its delivery, it shall be considered that he/she is consistent with the state of his/her liabilities and claims with the Bank.

The Bank retains the right to review the financial statements at different intervals as well.

Article 43

Entirely deleted

Article 44

Entirely deleted

Article 45

Entirely deleted

Article 46

Entirely deleted

Article 47

Entirely deleted

Article 48

Entirely deleted

Article 49

Entirely deleted

Article 50

Entirely deleted

Article 51

Entirely deleted

Standing payment orders

Article 52

Entirely deleted

Article 53

Entirely deleted

Article 54
Entirely deleted

Article 55
Entirely deleted

Time of receiving and time of execution of orders

Article 56
Entirely deleted

Article 57
Entirely deleted

COLLECTION OF BILLS OF EXCHANGE AND CHEQUES

Article 58
Any instructions for collection of B/E's and cheques shall be submitted by the Customer and received by the Bank in advance to ensure that the Bank may normally proceed with such collection, avoiding need to apply any special procedure of urgent communication. Otherwise the Bank shall not be responsible for timely presentation. The Bank will receive B/E's or Cheques of its customers (legal entities and individuals) if due date of B/E is no longer than 15 days from the day of submission.

Article 59
The Bank shall make payments to the Customer for B/E's and cheques upon of collection of funds. If the Bank, however, credits the Customer's account for any funds payable against bills of exchange or cheques presented for collection before the respective payment has been received by the Bank, such credit made to the Customer's account, as in the case of any discounted instruments, shall remain subject to the full payment collected by the Bank.

CREDIT AND DEPOSIT ACTIVITIES

DEPOSITS

Term of deposit
Article 60

Money deposit is a financial liability of the Bank, arising from Customer's depositing funds either in dinars or in foreign currency into the Bank's account and/or arising from current or any other, which creates legal or contractual obligation to the Bank to return funds.

Types of deposits
Article 61

The deposit may be in dinars or in foreign currency, a transaction, at sight or term deposit. Term deposits may be short-term and long-term deposits. Deposits may be without purpose and with a special purpose, deposits with or without notice period.

The Bank retains the right to, in accordance with its internal acts; prescribe the minimal amount of the term deposit, interest rates, period of depositing and other terms and conditions for deposits.

Disposing the deposits of individuals – users of services
Article 62

Individual – User of services may freely dispose funds from transaction' and at sight deposits'. In case when Individual – User of services wishes to withdraw large amount of funds, namely the amount exceeding RSD 600.000 or the equivalent of the said amount in another currency as per official NBS medium exchange rate, the Bank pay such funds to the Customer on the following business day , the latest , without charging a fee.

When term deposits are concerned, the funds may be withdrawn before the maturity date, against a written Request for the termination of agreement, which must be submitted to the Bank at least 48 hours before the day of the intended withdrawal.

Upon the maturity of the deposit, the Individual – User of services may withdraw his/her deposit within 3 days, if not, the term deposit will be renewed, except in case of term deposit placed on 1 month or 25 months where, upon maturity, complete amount will be transferred to correspondent account determined in term deposit agreement.



Not later than 15 days before the maturity date of the term deposit the Bank shall advise the Individual – User of services about the period on which Term deposit agreement will be extended and the new interest rate, and the Individual – User of services shall be entitled to terminate the term agreement not later than 30 days from the day of receiving such notification, no fees charged, where the previously agreed interest shall apply for the expired period of term deposit.

Deposit insurance

Article 63

In accordance with the Law on Deposit Insurance, the amount of the insured deposit, per Customer, is EUR 50.000, in its RSD equivalent calculated on the middle official exchange rate, valid on the date of the NBS Decision to initiate a bankruptcy procedure against the Bank. Mentioned insurance relates to the following groups of clients: individuals, entrepreneur, micro, small and medium legal entities.

In accordance with the Law on Personal Income Tax, the Bank will calculate and pay Tax on capital income, which will arise from deposits of individuals.

FACILITIES

Types of facilities

Article 64

Bank facilities shall mean, in line with these General Terms and Conditions, the loans, investments into securities, all types of letters of credit, issuing of guarantees, sureties and other types of warrantees, discount of securities, purchase of receivables, overdrafts on current accounts, credit cards and other transactions with Customers with good credit rating, which is based on agreement concluded in the line with positive laws and regulations and Banks' general enactments.

Article 65

The Bank shall grant facilities to Customers based on their written application, in line with established Bank procedures and enactments, consistently implementing the Bank standards, positive laws and regulations and good practice.

If client is user of financial services as defined in art 2. par. 1. item 9) of Law on protection of users of financial services (Official Gazette RS“, no. 36/2011 and 139/2014), at pre agreement stage, The Bank in written form or by electronic channels informs the Customer on required documentation pertinent to application for a specific product of the Bank in order to enable the effective and timely decision making of the Bank on submitted application. The Bank promptly, in written form or by electronic channels, informs the users of financial services that submitted documentation is accurate and fully completed. The Bank makes decision on submitted application within the period of 60 days from the day accurate and fully completed documentation was submitted. Exceptionally, in case of more complex cases, deadline may be extended in agreement with Customer.

Article 66

The Bank shall approve facilities in foreign currency, dinars and / or dinars with currency clause or any other clause which governs adjustment of the amount of facilities in line with the positive laws and regulations and Banks' internal acts, in accordance with the provisions of the respective agreement between the Bank and the Customer.

Terms and conditions of use of the granted facility as well as obligations of the Bank and the Customer are determined by contract.

Accessing Customers' creditworthiness

Article 67

In its enactments the Bank establishes requirements for the Customer creditworthiness and is independent in assessing the creditworthiness of a Customer, in accordance with the legislation.

For customers on which applies provisions of the Financial Services Consumers Protection Law, the Bank will apply adequate provisions when establishes creditworthiness.

Verifying appropriate usage of facility

Article 68

The purpose of facilities shall be clearly defined for any type of facilities. When the Customer is granted a special purpose loan, the Bank is authorized to check the use of the special purpose loan at any time, in the manner and in a procedure specified in the agreement, positive laws and regulations and Bank enactments.

Payment and collection instruments

Article 69

The payment instruments as well as instruments for securing the collection of receivables shall be established by Bank enactments and the agreement between the Bank and the Customer in each particular case. The customer is obliged to provide the Bank with the agreed payment and security instruments before the realization of the agreement, unless otherwise stipulated by the Agreement and/or internal acts of the Bank.

Article 70

In the event of any claims made against the Bank under any guarantees issued upon the order of or on behalf of the Customer, the Bank shall be authorized to make such payments under the guarantee as requested by the beneficiary without seeking prior consent of the Customer, and subject to applicable laws, regulations, agreement and practices.

Premature repayment

Article 71

It is possible to repay a part or the entire amount of the facility. The Customer is liable to deliver to the Bank written notice on the repayment before maturity according to the terms specified in the agreement.

In case when is contracted or predicted by internal acts of the Bank which are applicable on the day of premature repayment, and in accordance with the current regulations, the Customer is obliged to pay the fee to the Bank in the moment of repayment.

The Bank will apply provisions of the Financial Services Consumers Protection Law in cases of clients where early repayment is regulated by provisions of the mentioned law.

Article 72

The facility shall be considered repaid and liquidated only after the Customer meets all his liabilities toward the Bank according to the agreement.

Article 73

Subject to the applicable foreign exchange legislation of the Republic of Serbia, any foreign exchange loans shall be repaid in the same currency, i.e. the currency in which such loan has been disbursed by the Bank (currency of the agreement).

Article 74

In case of deposit, the Bank applies the same interest calculation method as for the loan where the particular deposit serves as the security instrument.

Notifications on the Debt balance and/or changes on the account

Article 75

The Bank will send, every six months, to the Individual – User of services, notification about the balance of Customers debt by the loan i.e. credit card, free of charge. The notification will contain balance as of 31st March and 30th September.

In cases of agreed overdraft, the Bank will monthly submit to the Individual – User of services notification about changes on the account, in a contracted way.

In cases of significant non-agreed overdraft which lasts more than one month, the Bank will immediately notify the Customer, in accordance with the applicable regulation.

The Bank will submit additionally this data, onto Customer's request, with the right to collect fee in accordance with the Banks' tariff.

The Bank will directly apply every other obligation on informing of Customers which is prescribed by the legislation.

PAYMENT CARDS OPERATIONS

Article 76

Entirely deleted

Terms and Conditions for issuing and using credit cards

Article 77

Entirely deleted

PIN and basic standards of using cards

Article 78
Entirely deleted

Limits
Article 79
Entirely deleted

Special rules for credit cards

Article 80
Entirely deleted

Fees
Article 81
Entirely deleted

Loss, steal or misuse of cards

Article 82
Entirely deleted

**PACKAGE OF SERVICES CONNECTED WITH THE CURRENT ACCOUNT OF INDIVIDUALS
(PACKAGE ACCOUNTS)**

Article 83

Package account represents a set of products / services that the Customer chooses with payroll account, and it is charged with the monthly fee in accordance with the tariff.
Package account is approved for indefinite period, and included products /services the Customer activates and uses on his own will. All products / services selected through package are charged only through package fee in compliance with legal regulation
Approving of credit products within package is determined with the credit ability of the Customer, and in accordance with prescribed rules for facilities for individuals.
The Customer may use only one package at a time.
Products / services that are part of package are offered within request for the package account.

Article 84

If the Customer determines to change package, products / services that are not within the new package shall be charged separately in accordance with the tariff for every single product / service.
By closing of payroll account or cancelling of used package, the conditions for products / services offered within package will cease, and each product/service shall be charged separately in accordance with the tariff for every single product/ service.

E-BANKING

Article 85
Entirely deleted

Article 86
Entirely deleted

Article 87
Entirely deleted

Article 88
Entirely deleted

Article 89
Entirely deleted

Article 90
Entirely deleted

Article 91

Entirely deleted

Article 92

Entirely deleted

Article 93

Entirely deleted

Article 94

Entirely deleted

Article 95

Entirely deleted

Article 96

Entirely deleted

Article 97

Entirely deleted

Article 98

Entirely deleted

Article 99

Entirely deleted

MONEY MARKET AND FOREIGN EXCHANGE TRANSACTIONS

Article 100

The Bank shall act upon buy/sell orders for foreign currency, subject to applicable foreign exchange laws, and other regulations of the NBS and other relevant institutions governing this area.

In accordance with the applicable legislation, cash transactions in foreign currencies traded on the foreign exchange market are made by applying the respective exchange rates set by the Bank. The applicable exchange rates shall be clearly posted within the Bank premises.

INTERESTS AND FEES

Article 101

The interests paid or charged by the Bank are published on the Bank's website, i.e. presented to the Customer in the Offer for product / service, and the fees and commissions charged by the Bank are specified in the tariff.

In case the Customer uses the services specified in the Bank's tariff, and in case no other agreement has been concluded between the Bank and the Customer, the actual fees and commissions shall be applied. For all services not specified in the tariff, and which are provided on Customer's order, in accordance with legislation, or considered to be in the Customer's interest, and which, under the given circumstances, may be expected to be provided only with charging a certain fee, the Bank may determine a reasonable fee in line with the actual costs, with consent of the Customer.

Article 102

On deposits, credits and other banking products which customers use, the Bank will conclude, calculate, pay and charge interest rates and fees, in accordance with the particular product / service and tariff of the Bank.

The interest rate may be determined on a daily, monthly or annual basis, depending on the nature of a particular business deal and agreed terms and conditions, in accordance with legislation.

Article 103

The calculation of interest for both lending and deposit activities shall be performed by compound or proportional method, in accordance with the concluded agreement and on the basis of actual laws and bylaws.

Article 104

The Bank shall enter the clause on variable interest rate and shall ensure the implementation of the same. The Bank shall advise the Customer about the change of interest rate before implementing the same, in line with positive laws and regulations and conditions defined in the agreement between the Customer and the Bank.

Article 105

The base for the calculation of interest, manner and periods for calculating interest, the deadline and manner of payment /availability of calculated interest shall be determined by Bank enactments and by an agreement for each particular case.

Article 106

In case the customer fails to meet his contracted liability within the agreed period - the overdue liability, the customer is obliged to pay penalty interest to the bank, calculated in accordance with legislation and the relevant agreement. The penalty interest is calculated on all overdue amounts which are payable against the agreement, including the principal, interest, one-off fee, as well as other costs and payable amounts for the period from the date the customer enter into arrears until the day of the full settlement of all overdue amounts.

Article 107

The Bank will establish interest rates and tariff, and about that shall notify the Customer in accordance with applicable regulations, by posting them on a visible place in Banks premises and on Banks website. By accepting these General Terms and Conditions, the Customer shall accept the interest rates and tariffs of the Bank. The Bank has the right to change interest rates and tariffs, at any time, in which case the changed interest rates and tariffs of the Bank will apply to existing contracts concluded between the Customer and the Bank under conditions envisaged by that contracts and applicable regulations.

SECURITY INSTRUMENTS

Article 108

The Bank contracts with the Customer adequate security instruments. The Bank has the right, after establishing business relationship, to request from the Customer to provide changed securities, in accordance with the provisions of concluded contract and the legislation.

Article 109

The Bank accepts collateral as follows, with the aim to secure its claims:

- a) Administrative Ban,
- b) Bill of Exchange,
- c) Warranty,
- d) Mortgage,
- e) Pledge on movable properties, in accordance with legislation,
- f) Guarantee Deposit,
- g) Guarantee from domestic or foreign Bank,
- h) Authorization for payment from current account issued until 30th September 2015 which are registered with the NBS
- i) Authorization for direct debit,
- j) Insurance policy, with the aim of securing repayment of the loan,
- k) Other acceptable security instruments in accordance with appropriate decision of Banks' responsible body.

The number, value and type of collateral depends from the type of product the Customer want to use, its amount and other values that have influence on Bank's Decision about placement.

During loan repayment, the Customer may change collateral with new one, adequate and acceptable for the Bank. The costs of replacement of collateral will not be charged from the Customer, unless there are real costs for change of the collateral to the third parties or institutions, which must be paid by the Customer.

Article 110

Any security provided by the Customer to the Bank in respect of any transactions shall not be terminated or otherwise limited due to any objection by the Customer, and it shall be at the Bank's disposal and remain fully effective and enforceable by the Bank until the Customer settle his obligations to the Bank.

The reason for cancellation of security, except by repayment of obligations, cannot be objection from the customer but only binding court decision which cancels, annulling, modify or abolish such security.

Article 111

In cases where the settlement of any particular receivables is secured by more than one security provided by the Customer or a third party, the Bank has the right to legally enforce one and/or all securities for recovery in total. Should the Bank be obliged according to the applicable laws and regulations to notify the Customer of its intention to enforce any specific security, the Bank shall act accordingly.

Article 112

Should the Customer fail to settle any of its debts as they fall due and/or in the manner stipulated in the agreement and/or fail to provide required security and / or any replacement thereof, the Bank shall be entitled to enforce any security in accordance with and subject to applicable laws and regulations, in order to effectuate the collection of its claims.

Article 113

The Customer is obliged to ensure the maintenance and protection of rights and property as well as collection of claims serving as security to the Bank and is obliged to timely notify the Bank on any amendment in terms of material, security or legal status of this security.

Article 114

By sending the Warning before court proceedings, the Bank informs the Customer that will activate security, in accordance with legislation.

Article 115

Should there be failure in meeting the obligations arising from business relationship between the Bank and the Customer, all the Customer's obligations shall become immediately due and payable and the Bank shall have the right of retention in respect of any property belonging to the Customer, which is in possession of the Bank, until the full collection of its claims against the Customer.

TERMINATION OF BUSINESS RELATION

Article 116

Unless otherwise agreed between the Bank and the Customer and/or required by applicable laws and other regulations, either the Customer or the Bank may choose to terminate/cancel their business relation at any time, with the obligation that each party settle mutual rights and liabilities that has towards the other contractual party. Such termination shall be with immediate effect unless otherwise agreed between the Customer and the Bank or required by these General Terms and Conditions or applicable laws and other regulations.

Article 117

Since this General Terms and Conditions are integral part of the contracts, the Bank may terminate or cancel contractual relationship at any time, in the following cases:

- In case that the Customer fails to pay their matured financial obligation towards the Bank, within the reasonable period of time
- If any incorrect, false or counterfeit information has been provided by the Customer to the Bank;
- If the Customer fails to provide any necessary documentation to the Bank as provided by legal requirements and/or the Bank's internal enactments;

- If the Customer's financial situation has significantly deteriorated or is seriously threatened and/or in case that the Customer is no longer in the position to meet the conditions of their credit rating;
- in case that the Customer is using a banking facility for a purpose contrary to which the facility has been approved;
- in case that the forced repayment procedure has been initiated on the property or personal income of the Customer, or any other procedure that presents a threat to the Customer's financial stability;
- If the Customer fails to provide or increase any security on the justified request of the Bank
- In case of default in respect of the Customer's obligations causing damage to the Bank;
- In the event of any non-compliance with the provisions of applicable laws and other regulations on the part of the Customer.
- In other cases when contractual provision were breached.

The Bank shall inform the Customer about the termination/ cancellation of agreement(s) by sending a written notification in accordance with the legislation and provisions about conditions and ways of correspondence of these General Terms and Conditions.

In case of a termination/cancellation of agreement and/or in case that any of the events described in this Article occurs, the Bank shall be entitled to request that the Customer pays off their financial obligations to the Bank regardless of their maturity, as well as to collect their claims from all/any of the available security source and/or from any of the Customer's accounts.

Article 118



Expobank

After the business relation between the Bank and the Customer has been terminated / canceled, and provided that any payments due by the Customer to the Bank have been settled in full, any remaining funds held in any of the Customer's accounts shall be made available to the Customer.

For the purposes of this section, the Customer shall in particular be required to discharge the Bank of any commitments it may have undertaken for and/or on behalf or as instructed by of the Customer and, to the extent such discharge may not be feasible, the Customer is obliged to provide the Bank with adequate security in form and substance acceptable to the Bank for due settlement under any such commitments.

Article 119

The Bank retains the right to collect any debts owed by the Customer and other liable parties under any Bills of Exchange and/or Cheques to the extent of the right to be fully reimbursed for the respective amounts and any related claims until any account overdraft has been covered in full i.e. until the Bank's claims are fully paid off.

Article 120

The provisions of these General Terms and Conditions shall respectively apply even after any business relation between the Bank and the Customer has been terminated until any mutual right and/or obligation has fully been enforced and settled.

SPECIAL TERMS

Article 121

Entirely deleted

Article 122

Entirely deleted

Article 123

The provisions of the particular Agreement and legislation shall apply in case the provisions of the Agreement and General Terms and Conditions do not comply.

Should any of the terms or provisions under these General Terms and Conditions become invalid or inapplicable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Customer and the Bank shall be construed as if these General Terms and Conditions had not contained such invalid and inapplicable terms or provisions.

Article 124

The Bank is authorized to use information which refer to the Customer's address, telephone numbers, fax numbers, e-mail addresses and other information necessary to contact the Customer, and which the Customer provides to the Bank when establishing and during the business relation with the Bank, for the purpose of delivering to the Customer information about its activities, products and services, through flyers, leaflets, electronic messages as well as other means of business communication and presentation respecting regulations on personal data protection.

Article 125

These General Terms and Conditions shall become effective within 15 days of their publication, and applies from 17th March 2019.

**BOARD OF DIRECTORS OF EXPOBANK JOINT
STOCK COMPANY BELGRADE**