OPŠTI USLOVI POSLOVANJA API BANK A.D. BEOGRAD

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OPŠTI USLOVI POSLOVANJA API BANK A.D. BEOGRAD

- Opšte odredbe –

1. UVOD

1.1. Ovi Opšti uslovi poslovanja API Bank a.d. Beograd – Opšte odredbe (u daljem tekstu: Opšti uslovi) definišu standardne uslove poslovanja Banke, osnovna prava i obaveze Klijenta i Banke, uslove za uspostavljanje poslovne saradnje izmedju Klijenta i Banke, način medjusobne komunikacije, uslove za obavljanje transakcija i druga pitanja koja su od značaja za poslovanje Banke i njen odnos sa svim Klijentima.

1.2. Pod Klijentima, u smislu ovih Opštih uslova, podrazumevaju se pravna lica, fizička lica, preduzetnici, poljoprivrednici i drugi pravni subjekti koji koriste ili su koristili ili nameravaju da koriste usluge Banke. Ukoliko je za neku kategoriju ovih klijenata i/ili za platne usluge koje Banka pruža, posebnim Opštim uslovima poslovanja API Bank a.d. Beograd za fizička lica, preduzetnike i poljoprivrednike i/ili posebnim Opštim uslovima pružanja platnih usluga API Bank a.d. Beograd, za neko pitanje predviđeno pravilo različito od pravila koje sadrže ovi Opšti uslovi, na to pitanje se primenjuju pravila tih posebnih Opštih uslova poslovanja.

1.3. Banka u svom poslovanju polazi od načela dobrih poslovnih običaja i sigurnosti a svojim klijentima pruža standardne bankarske usluge u skladu sa odredbama Zakona o bankama i drugim propisima koji regulišu bankarsko poslovanje.

1.4. Bankarske usluge u smislu prethodnog stava obuhvataju odobravanje kredita, dozvoljenog prekoračenja po računu, izdavanje garancija i akreditiva, domaći i medjunarodni faktoring, primanje depozita, otvaranje platnih računa, platne usluge kao i druge vrste usluga predviđene zakonom, Poslovnom politikom Banke i drugim odlukama njenih organa.

1.5. Banka ima pravo da slobodno odlučuje o izboru Klijenata što uključuje i njeno diskreciono pravo da odbije uspostavljanje poslovnog odnosa, odnosno pružanje usluge Klijentu, bez obaveze obrazlaganja ovakve odluke.

1.6. Banka ima pravo i dužna je da pre i u toku uspostavljanja poslovnog odnosa sa Klijentom preduzima sve zakonom propisane mere i radnje u cilju sprečavanja i otkrivanja pranja novca i finansiranja terorizma, u skladu sa važećim propisima, i politikama i drugim internim aktima Banke.

GENERAL TERMS AND CONDITIONS OF OPERATION OF API BANK A.D. BEOGRAD

- General Provisions –

1. INTRODUCTION

1.1. The present General Terms and Conditions of Operation of API Bank a.d. Beograd – General Provisions (hereinafter referred to as the General Terms and Conditions) define standard terms of operation of the Bank, main rights and obligations of the Client and the Bank, conditions for establishing business cooperation between the Client and the Bank, manner of their communication, conditions for executing transactions and other issues relevant for operation of the Bank and its relation with all Clients.

1.2. In the present General Terms and Conditions, the Client shall imply legal persons, natural persons, entrepreneurs, agricultural producers and other legal entities which use, have used or will use services of the Bank. Should a term different from the terms contained in the present General Terms and Conditions be envisaged for an issue within a category of the Clients and/or payment services provided by the Bank under special General Terms and Conditions of Operation of API Bank a.d. Beograd with Natural Persons, Entrepreneurs and Agricultural Producers and/or special General Terms and Conditions for the Provision of Payment Services of API Bank a.d. Beograd, such an issue shall be regulated by the terms of the that special General Terms of Operation.

1.3. The operations of the Bank are based on the principle of good business practice and safety, offering standard banking services to their Clients, in line with the provisions of the Law on Banks and other regulations of banking business.

1.4. Under the above paragraph, banking services shall imply granting of loans and authorised account overdrafts, issuing of guarantees and letters of credit, domestic and international factoring, deposit taking, opening of payment accounts, payment services and other types of services envisaged by the law, Business Policy of the Bank and other decisions of Bank's bodies.

1.5. The Bank shall be entitled to freely decide on Client selection, including its discretionary power to refuse to establish a business relation and/or render a service to the Client without having to provide an explanation of the decision.

1.6. Prior and in the course of establishing a business relation with the Client, the Bank shall have the right and obligation to undertake all legally prescribed

1.7. Ovi Opšti uslovi se primenjuju na sve vrste i oblike poslovne saradnje Klijenta i Banke na osnovu zaključenog ugovora, pristupnice, zahteva ili drugog dokumenta potpisanog od strane Klijenta u slučaju da odredjeni vid poslovne saradnje ne predvidja zaključivanje ugovora.

measures and actions with the purpose of preventing and detecting money laundering and terrorism financing, in line with effective regulations and policies and other internal enactments of the Bank.

1.7. The present General Terms and Conditions shall be implemented to all types and forms of business cooperation of the Client and the Bank based on a concluded agreement, admission form, application form or other document signed by the Client in case such type of business cooperation does not envisage agreement conclusion.

2. KOMUNIKACIJA BANKE I KLIJENTA

2.1. Banka sa Klijentom može komunicirati usmeno ali se samo komunikacija u pisanoj formi ili drugom trajnom nosaču podataka smatra pravno obavezujućom.

2.2. Prijem pismena od strane Klijenta

Kada Banka svoja pismena Klijentu uručuje lično ili ih upućuje na poslednju poznatu adresu prebivališta, boravišta ili registrovanog sedišta ili telefonski broj, broj faksa i/ili elektronsku adresu, prijavljene Banci od strane Klijenta, smatraće se da su pismena primljena od strane Klijenta momentom upućivanja na istu i to ako je poslata putem:

a) faksa - na dan kada je faks poslat Klijentu što se dokazuje potvrdom o prijemu sa faks mašine
b) elektronske pošte - na dan kada je elektronska poruka poslata što se dokazuje odštampanom komjuterskom potvrdom
c) sms porukom – na dan kada je sms poruka poslata što se dokazuje odštampanom potvrdom iz sistema;

d) kurirske službe - po proteku uobičajeno neophodnog vremena za kurirsku dostavu što se dokazuje potvrdom kurirske službe
e) pošte - po proteku uobičajenog vremena neophodnog za prispeće pošiljke, uključujuči i slanje pošiljka na adresu trećeg lica opunomoćenog za prijem korespondencije u ime Klijenta, a u skladu sa izričitom pismenom izjavom Klijenta predatoj Banci u tom smislu.

2.3. Banka ima pravo da sama odredi jedan ili više načina/sredstava komunikacije sa Klijentom predviđenih tačkom 2.2. ukoliko ugovorom izmedju Klijenta i Banke nije utvrdjen način komunikacije.

Čekove i menice, osim ako nešto drugo nije predviđeno Klijentovim instrukcijama, Banka će slati neosiguranom preporučenom poštom.

2. COMMUNICATION OF THE BANK AND THE CLIENT

2.1. The Bank may communicate orally with the Client, but only communication in written form or on other durable medium shall be considered legally binding.

2.2. Reception of letters by the Client

When the Bank delivers its letters to the Client in person or sends them to the last known address of residence, temporary residence or registered office or to a phone number, fax number and/or email provided to the Bank by the Client, such letters shall be deemed received by the Client at the moment of their sending, if sent by:

a) fax – on the date when such fax is sent to the Client, evidenced by a fax machine receipt confirmation,
b) email – on the date of sending the email, evidenced by a printed computer confirmation,
c) text message – on the date of sending such text message, evidenced by a printed confirmation from the system,

d) courier service – after elapsing of the usual period necessary for courier delivery, evidenced by a courier service confirmation,

e) mail - after elapsing of the usual period necessary for mail delivery, including sending of mail to an address of a third party authorised for receiving correspondence on behalf of the Client, in line with the related explicit written statement of the Client delivered to the Bank.

2.3. The Bank shall opt on its own for one or more manners/means of communication with the Client envisaged under item 2.2. unless an agreement concluded between the Client and the Bank stipulates a manner of communication.

The Bank shall send cheques and bills of exchange by unsecured registered mail, unless the Client has instructed otherwise.

2.4. Obaveza Klijenta u slučaju promene podataka
Klijent je dužan da bez odlaganja, a najkasnije u roku od 3 dana od dana nastanka promene, obavesti Banku o promeni svog ličnog imena, adrese, gubitku ili promeni posla, odnosno o promeni naziva, sedišta ili bilo kojoj statusnoj ili drugoj promeni koja se registruje kod nadležnog organa i o drugim elementima koji su od značaja za njegovu komunikaciju sa Bankom i za izmirivanje njegovih obavezi prema Banci.

2.5. Prijem pismena od strane Banke
Pismeno koje Klijent uputi Banci smatraće se primljenim od strane Banke tek nakon što je Klijentova kopija dokumenta overena pečatom Banke o prispeću ili nakon što je izdata pisana potvrda o prijemu ili u drugim slučajevima u skladu sa zakonom.
Banka može prihvatiti nalog od Klijenta posredstvom elektronske pošte ili putem faksa, u skladu sa važećim zakonima i propisima

2.6. Odgovornost Banke
Banka neće snositi odgovornost za štetu i gubitke koje su Klijent ili treća strana pretrpeli, odnosno Banka ne snosi pravnu ni materijalnu odgovornost:

a) za štetu koja može nastati za Klijenta ili treća lica zbog toga što Klijent nije primio neko obaveštenje Banke ili dopis koji je upućen na poslednju adresu/broj telefona/mejl adresu o kojima je Klijent obavestio Banku ili zbog zbog toga što je Klijent propustio da postupi u skladu sa tačkom 2.4.
b) za štetu koja može nastati zbog manjkavosti dokumentacije koju Klijent dostavi a koje su vezane za njenu izvornost, valjanost ili potpunost kao i tačnost tumačenja ili prevod ako se radi o dokumentaciji stranog porekla.

3. SREDSTVA OBEZBEĐENJA

3.1. Vrste sredstva obezbeđenja

Banka prihvata sredstva obezbeđenja na osnovu ocene kreditne sposobnosti Klijenta, u zavisnosti od prirode potraživanja koje se obezbeđuje i njegove visine. Radi obezbeđenja potraživanja Banke prema Klijentu mogu se ugovoriti sledeća sredstva obezbeđenja: hipoteka, zaloga, cesija, garantni depozit, menica, administrativna zabrana, trajni nalog po računu otvorenom kod Banke, jemstvo i svako drugo sredstvo obezbeđenja prihvatljivo za Banku.

Banka ima pravo da u svakom trenutku zahteva od Klijenta da pruži, i/ili adekvatno poveća sredstva obezbeđenja za svaku od preuzetih obaveza prema Banci u obliku i u vrednosti zadovaljavajućim za Banku.

Tokom trajanja ugovornog odnosa sredstva

2.4. Obligation of the Client in case of data change
The Client shall be obliged to inform the Bank without delay and within 3 days from the day of change occurrence at the latest on a change of the Client's name, address, loss or change of job, and change of the name, registered office or any other status and other change registered with competent authorities and on other elements relevant for the communication of the Client with the Bank and settlement of the Client's obligations to the Bank.

2.5. Reception of letters by the Bank
Letters sent to the Bank by the Client shall be deemed received by the Bank only after the Client's copy of the document is verified by the Bank's stamp of reception or after a written confirmation of the reception is issued and in other cases in line with the law.

The Bank may accept Client's orders via email or fax, in line with effective laws and regulations.

2.6. Liability of the Bank
The Bank shall not be liable for any damage or loss incurred on the Client or a third party, i.e. the Bank shall not be legally or materially liable for the following:

a) damage which may occur for the Client or a third party due to the Client not receiving a notification or a letter of the Bank sent to the last address/telephone number/email provided to the Bank by the Client or due to the Client failing to act as stipulated in item 2.4.

b) damage which may occur due to deficiencies of documents presented by the Client, such deficiencies implying document source, validity or completeness, as well as accuracy of interpretation or translation in case of documents of foreign origin.

3. COLLATERALS

3.1. Types of collaterals

The Bank shall accept collaterals based on an assessment of the creditworthiness of the Client, depending on the nature of receivables to be secured and their amount. In order to secure Bank's receivables from the Client, the following collaterals may be contracted: mortgage, pledge, assignment, guarantee deposit, bill of exchange, attachment of salary, direct debit instructions for an account opened with the Bank, guarantee and any other collaterals acceptable for the Bank.

The Bank shall be entitled at any moment to request the Client to provide and/or adequately increase collaterals for any liability to the Bank in the form and value satisfactory for the Bank.

In the course of a contractual relation, collaterals may

obezbeđenja mogu se promeniti na osnovu zaključenja odgovarajućeg aneksa osnovnog ugovora zaključenog između Banke i Klijenta.

Ukoliko Banka iskoristi primljenu menicu, Klijent je dužan da na prvi zahtev Banke dostavi nove menice u broju primeraka koji je iskorišćen.

be changed based on an adequate annex to the underlying agreement concluded between the Bank and the Client.

Should the Bank use received bills of exchange, the Client shall provide new bills of exchange at the Bank's first request, in the number of used bills of exchange.

3.2. Obaveze i troškovi Klijenta vezani za sredstva obezbeđenja

Sredstva obezbeđenja koje je Klijent dao Banci neće prestati da postoje, bilo delimicno ili u celosti, usled eventualnog Klijentovog prigovora, već će nastaviti da proizvode pravna dejstva i biće na raspolaganju Banci sve dok Klijent ne izmiri sve svoje obaveze prema Banci.

Klijent je dužan da se stara o održavanju i zaštiti prava i imovine koje je dao Banci na ime sredstava obezbeđenja i dužan je da blagovremeno obaveštava Banku o svim promenama u materijalnom i pravnom statusu tih sredstava.

Klijent je dužan da na zahtev Banke o svom trošku obezbedi i dostavi Banci novu procenu vrednosti nepokretnosti na kojima je zasnovana hipoteka u korist Banke kao instrument obezbeđenja, u skladu sa važećim zakonskim propisima, a najmanje jednom u tri godine, računajući od datuma poslednje procene vrednosti koju je Klijent dostavio Banci. Procena vrednosti mora biti izvršena od strane ovlašćenog procenitelja,odnosno od strane veštaka odgovarajuće struke ili pravnog lica koje je osnovano za obavljanje poslova veštačenja a koje Banka oceni kao prihvatljive.

Klijent je dužan da na zahtev Banke o svom trošku obezbedi i dostavi Banci i novu procenu vrednosti pokretnih stvari na kojima je zasnovana zaloga u korist Banke kao instrument obezbeđenja.

Klijent, odnosno davalac sredstava obezbeđenja ako Klijent i davalac sredstava obezbeđenja nisu isto lice, ima pravo da, po potpunom izmirenju obaveza Klijenta prema Banci preuzme neiskorišćena sredstva obezbeđenja uključujući i sredstva obezbeđenja koja su upisana u odgovarajući registar**.**

Sve troškove proistekle u vezi sa zasnivanjem,, administracijom, čuvanjem (npr. osiguranje, skladištenje, nadzor itd.) i realizacijom sredstava obezbeđenja potraživanja Banke snosi Klijent i Banka je ovlašćena da iste naplati na teret njegovog računa, u skladu sa odredbama ovih Opštih uslova, ili, ako Klijent ne vodi račun kod Banke, pismeno zahteva od Klijenta da joj naknadi trošak.

Klijent je dužan da instrumente obezbeđenja – pokretne ili nepokretne stvari, osigura protiv svih

3.2. Client obligations and costs stemming from collaterals

Collaterals provided to the Bank by the Client shall not cease to exist, either partially or completely, due to a potential complaint of the Client and they will continue to have legal effect and be available to the Bank until the Client settles all liabilities to the Bank.

The Client shall be obliged to take care of maintenance and protection of rights and property provided to the Bank as collateral and to timely inform the Bank on any change in material and legal status of such collaterals.

The Client shall provide and deliver to the Bank at the Bank's request and at own expense a new appraisal of real estate mortgaged in favour of the Bank as collateral, in line with effective legal regulations and minimally once every three years counting from the date of the last appraisal delivered to the Bank by the Client. The appraisal shall be made by an authorised appraiser, i.e. an expert of adequate profession or a legal entity established for doing expertise and assessed by the Bank as acceptable.

The Client shall provide and delver to the Bank at the Bank's request at own expense a new valuation of movables pledged in favour of the Bank as collateral.

The Client, i.e. the collateral provider – in case the Client and the collateral provider are not the same person, shall be entitled to take over unused collaterals after full settlement of liabilities of the Client to the Bank, including collaterals registered in an adequate registry**.**

All expenses stemming from the establishment, administration, keeping (e.g. securing, storing, monitoring, etc.) and seizure of collaterals for Bank's receivables shall be borne by the Client and the Bank shall be entitled to collect such expenses from the Client's account, in line with the present General Terms and Conditions, or, in case the Client has no account opened with the Bank, request in writing compensation of such expenses by the Client.
The Client shall insure collaterals – movable or immovable property – against all basic risks at an

osnovnih rizika kod osiguravajućeg društva prihvatljivog za Banku. Ukoliko postoji potreba osiguranja i od dodatnih rizika, Banka će to predočiti Klijentu pre zaključivanja ugovora. Ukoliko Klijent propusti da izvrši ovu svoju obavezu o roku, Banka ima pravo da to učini umesto njega i po tom osnovu mu zaduži račun za iznos troškova koje je s tim u vezi imala ili, ako Klijent ne vodi račun kod Banke, pismeno zahteva od Klijenta da joj naknadi trošak.

Klijent je u obavezi da u cilju provere fizičkog stanja/ vrednosti nepokretnosti/pokretne stvari/potraživanja na kojoj je uspostavljena hipoteka/zaloga omogući Banci i/ili procenitelju pristup hipotekovanoj nepokretnosti i/ili založenoj stvari kao i da omogući uvid u svu relevantnu dokumentaciju u vezi instrumenta obezbedjenja.

3.4. Realizaciji sredstava obezbeđenja

Ukoliko Klijent ne ispuni svoje obaveze u predviđenom roku i/ili ne dostavi zahtevano sredstvo obezbeđenja odnosno povećanje/zamenu istog, Banka je ovlašćena da pristupi realizaciji bilo kojeg sredstva obezbeđenja u saglasnosti sa relevantnim zakonskim propisima.

U slučaju da je izmirenje potraživanja obezbeđeno sa više sredstava obezbeđenja pruženih od strane Klijenta ili trećih lica, Banka je ovlašćena da prilikom realizacije samostalno vrši izbor u smislu redosleda, kao i da u interesu efikasnijeg namirenja, a bez obzira na to što u posedu drži određena sredstva obezbeđenja, prethodno pokuša namirenje svojih potraživanja i iz druge imovine Klijenta.

Klijent nije ovlašćen da zahteva od Banke izmenu načina realizacije određenog sredstva obezbeđenja.

Nakon ispunjenja svih ugovornih obaveza od strane Klijenta, Banka će, u razumnom roku, počev od dana dostavljanja zahteva od strane Klijenta, odnosno davaoca sredstava obezbedjenja, predati Klijentu, odnosno davaocu sredstava obezbedjenja, sva sredstva obezbedjenja koja nisu iskorišćenja u svrhu naplate potraživanja odnosno izdati sve propisane izjave za brisanje evidentiranih sredstava obezbedjanja iz javnih evidencija. Troškove koji eventaulno nastanu u vezi sa vraćanjem sredstava obezbedjenja, snosi Klijent.

Banka ima pravo da primljene menice uništi ukoliko Klijent, u roku od 60 dana od dana izmirenja svih obaveza prema Banci po ugovoru, ne podnese pisani zahtev za vraćanje istih.

3.5. Posebno pravo Banke

Klijent je saglasan da Banka raspolaže sredstvima na svim njegovim računima kod Banke radi naplate dospelih neizmirenih obaveza Klijenta prema Banci, radi sprovođenja izvršnih sudskih odluka i izvršnih akata drugih državnih organa, kao i u drugim

insurance company acceptable for the Bank. Should there be a need for insurance against additional risks, the Bank shall inform the Client accordingly prior to agreement conclusion. Should the Client fail to timely fulfil the said obligation, the Bank shall be entitled to fulfil the obligation instead of the Client and charge the Client's account for the costs incurred on such basis or, in case the Client has no account opened with the Bank, request in writing compensation of such costs by the Client.

With the purpose of checking the physical status/value of real estate/movables/receivables with mortgage/pledge established, the Client shall enable the Bank and/or an appraiser to access the mortgaged real estate and/or pledged movables and inspect all relevant documents related to the collaterals.

3.4. Seizure of collaterals

Should the Client fail to timely fulfil liabilities and/or fail to provide requested collaterals or increase/replace collaterals, the Bank shall seize any collateral in line with relevant legal regulations.

In case settlement of receivables is secured with a number of collaterals provided by the Client or a third party, the Bank may independently select the order of seizure of such collaterals and previously attempt, for the purpose of more efficient collection and regardless of the fact that it holds certain collaterals, to collect its receivables from other property of the Client.

The Client shall not be entitled to request from the Bank to change the manner of seizure of certain collateral.

After the Client fulfils all contractual obligations, the Bank shall return to the Client/collateral provider all collaterals not used for collection, i.e. issue all required statements on deregistration of registered collaterals in public records within a reasonable period starting from the day of delivery of the related request of the Client/collateral provider. Potential costs of returning collaterals shall be borne by the Client.

The Bank shall be entitled to destroy received bills of exchange unless the Client presents a written request for their return within 60 days from the date of settling all contractual obligations to the Bank.

3.5. Special right of the Bank

The Client agrees that the Bank may dispose of assets in all of the Client's accounts opened with the Bank for the purpose of collecting overdue liabilities of the Client to the Bank, implementing executive court orders or executive enactments of other public authorities and in

slučajevima predviđenih prinudnim propisima.

4. KAMATE, NAKNADE I STVARNI TROŠKOVI

4.1. Banka sa Klijentom ugovara kamatne stope koje mogu biti fiksne ili promenljive.

Promenljiva nominalna kamatna stopa se sastoji od fiksnog elementa (marže) i promenljivog elementa (referentna kamatna stopa) s tim što je promenljiv element onaj koji se zvanično objavljuje (EURIBOR, LIBOR, BELIBOR, Referentna kamatna stopa Narodne banke Srbije).

4.2. EURIBOR je dnevna referentna kamatna stopa po kojoj vodeće evropske banke vrše novčane pozajmice u evrima na evropskom međubankarskom tržištu. Objavljuje se za određene vremenske periode do 1 godine, a određuje je Evropska bankarska federacija i objavljuje Reuters svakog radnog dana u Briselu u 11:00 sati po centralno-evropskom vremenu na Reutersovoj stranici EURIBOR 01. Ukoliko servis Reuters nije dostupan iz bilo kog razloga, Banka ima pravo da koristi drugi relevantan servis koji objavljuje stopu EURIBOR.

BELIBOR je referentna kamatna stopa za dinarska sredstva ponuđena od strane banaka Panela, na srpskom međubankarskom tržištu. Računa se kao aritmetička sredina kotacija preostalih posle eliminisanja najviše i najniže stope, sa dva decimalna mesta.

LIBOR je dnevna osnovna stopa koja se zasniva na kamatnim stopama koje banke nude za kreditiranje drugih banaka na londonskom bankarskom tržištu novca i razlikuje se u odnosu na ročnost.. Objavljuje ga Britansko udruženje banaka svakog radnog dana. Frekvencija promene (ažuriranja) ove kamatne stope određuje frekvenciju izmene ukupne nominalne kamatne stope.

Referentna kamata stopa je najviša odnosno najniža kamatna stopa koju Narodna banka Srbije primenjuje u postupku sprovođenja repo transakcija prodaje odnosno kupovine hartija od vrednosti koju Narodna banka objavljuje i menja, a intervali izmene nisu određeni niti odredivi. Visina ove kamatne stope određena je Odlukom o utvrđivanju referentne kamatne stope Narodne banke Srbije

4.3. Banka je dužna da u poslovnim prostorijama u kojima nudi usluge i na internet stranici svakodnevno drži istaknuto obaveštenje o vrednosti ugovorenih promenljivih elemenata kamatne stope.

Nominalne kamatne stope izražavaju se na godišnjem, mesečnom ili dnevnom nivou.

Obračun kamate vrši se primenom proporcionalne ili konformne metode u zavisnosti od toga koji metod je

other cases envisaged by coercive regulations.

4. INTERESTS, FEES AND ACTUAL EXPENSES

4.1. The **B**ank and the Client shall contract interest rates which may be fixed or variable.

The variable nominal interest rate is comprised of a fixed element (margin) and a variable element (reference interest rate), with the variable element being the one officially published (EURIBOR, LIBOR, BELIBOR, key policy rate of the National Bank of Serbia).

4.2. EURIBOR is a daily reference interest rate at which leading European banks borrow funds in Euros in the European interbank market. It is published for certain time periods up to 1 year and it is determined by the European Banking Federation and published by Reuters every business day in Brussels at 11 a.m. CET at the Reuters page EURIBOR 01. Should the Reuters service be unavailable from any reason, the Bank is entitled to use other relevant service publishing EURIBOR.

BELIBOR is a reference interest rate for Dinar funds offered by the Panel banks in the Serbian interbank market. It is calculated as an arithmetic mean of quotations left after eliminating the highest and the lowest rate, with two decimals.

LIBOR is a daily basic rate established on interest rates offered by banks for financing other banks at the London interbank money market and it differs by term. It is published by the British Bankers' Association every business day. The frequency of change (updating) of the said interest rate determines the frequency of changing the total nominal interest rate.

The key policy rate is the highest/lowest interest rate applied by the National Bank of Serbia within execution of repo transactions of selling/buying securities, published and changed by the National Bank of Serbia, with the frequency of the changes not being determined or determinable. The level of the key policy rate is determined under the Decision on the Key Policy Rate of the National Bank of Serbia.

4.3. The Bank shall keep information on the level of contracted variable elements of interest rates on display on daily basis in its business premises where services are offered and on its website.

Nominal interest rates are presented at annual, monthly or daily level.

Interest is calculated by applying the proportional or conform method, depending on the method contracted

ugovoren izmedju Banke i Klijenta.

4.4. Na dospela nenaplaćena potraživanja od Klijenta, Banka obračunava zakonsku zateznu kamatu saglasno važećim propisima a ukoliko je stopa ugovorene nominalne kamatne stope viša od stope zakonske zatezne kamate , Banka ima pravo da i u slučaju docnje nastavi da obračunava ugovorenu nominalnu kamatnu stopu.

4.5. Banka za usluge koje pruža Klijentima naplaćuje naknadu u skladu sa Tarifom naknada za usluge koju utvrdjuje Izvršni odbor Banke.

Tarifa naknada za usluge Banke dostupna je Klijentima na Internet stranici Banke www.apibank.rs i u filijalama Banke.

Naknade za izvršene usluge Banka naplaćuje pre, u toku vršenja ili pošto je usluga izvršena.

Za usluge koje nisu predvidjene Tarifom naknada za usluge, naknada se utvrdjuje u ugovoru zaključenom izmedju Klijenta i Banke.

4.6. Banka od Klijenta naplaćuje stvarne troškove koje je imala u vršenju usluge za Klijenta kao što su troškovi SWIFT-a, provizija i ostali troškovi koje zaračunavaju inostrane banke, naknade koje zaračunava Narodna banka Srbije, troškovi premije osiguranja koje Banka plati umesto Klijenta, troškovi procene vrednosti hipotekovane nekretnine ili založenih pokretnih stvari kao i troškovi angažovanja drugih eksternih stručnih lica za vršenje radnji koje zahtevaju propisi ili interni akti Banke, troškovi vezani za pribavljanje podataka od Kreditnog biroa i ostali stvarni troškovi do kojih dođe u pružanju usluga koje su predmet ugovora zaključenog između Banke i Klijenta.

5. USTUPANJE POTRAŽIVANJA

5.1. Banka je ovlašćena da, bez saglasnosti Klijenta, svoja potraživanja od Klijenta ustupi drugom licu u skladu sa relevantnim zakonima i podzakonskim aktima.

5.2. O izvršenom ustupanju potraživanja Banka je obavezna da obavesti Klijenta pisanim putem preporučenom pošiljkom ili na drugi način uz korišćenje trajnog nosača podtaka.

6. PRESTANAK POSLOVNOG ODNOSA

6.1 Raskid poslovnog odnosa

Osim kada je drugačije predviđeno ugovorom i/ili relevantnim propisima, i Klijent i Banka mogu slobodno u pisanoj formi ili drugom trajnom nosaču

between the Bank and the Client.

4.4. The Bank shall charge the legally prescribed penalty interest rate for due outstanding receivables from the Client in line with effective regulations. In case the rate of contracted nominal interest is higher than the rate of the legally prescribed penalty interest, the Bank shall be entitled to continue charging the contracted nominal interest rate in case of default.

4.5. The Bank shall charge fees for services provided to the Client in line with the Service Fee Rates adopted by the Executive Board of the Bank.

The Service Fee Rates of the Bank are available to the Client on the Bank's website www.apibank.rs and in the Bank's branches.

The Bank shall charge fees for provided services prior, during or after providing the services.

Fees for services not envisaged by the Service Fee Rates shall be defined in the agreement concluded between the Client and the Bank.

4.6. The Bank shall charge actual expenses to the Client incurred in rendering services for the Client, such as costs of SWIFT, commissions and other costs charged by foreign banks, fees charged by the National Bank of Serbia, costs of insurance premium paid by the Bank on behalf of the Client, costs of appraisal of mortgaged real estate or pledged movables and costs of engaging other external experts for activities required by regulations or internal enactments of the Bank, costs of obtaining data from the Credit Bureau and other actual expenses incurred within rendering of services which are envisaged by an agreement concluded between the Bank and the Client.

5. ASSIGNMENT OF RECEIVABLES

5.1. The Bank is entitled to assign its receivables from the Client, without the Client's consent, to other party in line with relevant legal regulations and bylaws.

5.2. The Bank shall inform the Client of the assignment of receivables in writing by registered mail or in another manner with using a durable medium.

6. CESSATION OF A BUSINESS RELATION

6.1 Termination of a business relation

Unless otherwise envisaged by an agreement and/or relevant regulations, both the Client and the Bank may terminate their mutual business relation in writing or on

podataka raskinuti međusobni poslovni odnos sporazumom ugovornih strana u pisanoj formi ili jednostrano – pisanom izjavom jedne od ugovornih strana, uz regulisanje međusobnih odnosa u skladu sa odredbama ugovora zaključenog između Banke i Klijenta.

Banka će raskinuti poslovni odnos sa Klijentom ako ne može da sprovede radnje i mere poznavanja i praćenja Klijenta u smislu propisa koji regulišu sprečavanje pranja novca i finansiranje terorizma.

6.2. Istek roka trajanja poslovnog odnosa
Kada je poslovni odnos uspostavljen sa određenim rokom, bez klauzule o automatskom obnavljanju, on prestaje istekom tog roka.

7. BANKARSKA TAJNA I IZUZECI OD BANKARSKE TAJNE

7.1. Bankarska tajna
Banka se obavezuje da kao Bankarsku tajnu čuva podatke:

1) koji su poznati Banci a odnose se na lične podatke, finansijsko stanje i transakcije, kao i na vlasništvo ili poslovne veze klijenata ;
2) o stanju i prometu na računima klijenta:
3) druge podatke do kojih Banka dođe u poslovanju s klijentima.

7.2. Podaci koji se ne smatraju bankarskom tajnom
Bankarskom tajnom se ne smatraju podaci koji predstavljaju:

a) javne podatke kao i podatke koji su zainteresovanim licima sa opravdanim interesom dostupni iz drugih izvora;
b) konsolidovani podaci na osnovu kojih se ne otkriva identitet pojedinačnog klijenta;
c) podaci o akcionarima Banke i visini njihovog učešća u akcionarskom kapitalu Banke, kao i podaci o drugim licima sa učešćem u Banci i podaci o tom učešću bez obzira na to da li su oni klijenti Banke;
d) podaci koji se odnose na urednost ispunjavanja obaveza klijenta prema Banci

7.3. Obaveza čuvanja bankarske tajne
Banka, članovi njenih organa, akcionari i zaposleni, kao i spoljni revizor Banke i druga lica koja zbog prirode posla koji obavljaju imaju pristup podacima koji se smatraju bankarskom tajnom, imaju obavezu čuvanja bankarske tajne, ne mogu te podatke saopštavati trećim licima ni koristiti ih protivno interesu Banke i njenih klijenata, niti mogu trećim licima omogućiti pristup tim podacima, sem u slučaju izuzetaka predviđenim tačkom 7.4. ovih Opštih uslova.

another durable medium under a written consensus of the contractual parties or unilaterally by a written statement of one contractual party, with regulating mutual relations in line with provisions of the agreement concluded between the Bank and the Client.

If the Bank cannot execute actions and measures for knowing and monitoring the Client in terms of the law which regulates preventing of money laundering and the terrorism financing, the Bank shall terminate the relationship with that Client.

6.2. Expiration of a business relation
When a business relation is established for a limited period without a clause on automatic renewal, such business relation shall cease with the expiration of the related period.

7. BANK SECRET AND EXCEPTIOSNS FROM THE BANK SECRET

7.1. Bank secret
The Bank shall keep the following data as bank secret:

1) data known to the Bank and related to personal data, financial standing and transactions, as well as ownership or business relations of the Client;
2) data on balances and flows in the Client accounts;
3) other data obtained by the Bank within its operation with the Client.

7.2. Data not considered bank secret

Bank secret shall not apply to data representing:

a) public data and data from other sources accessible to interested parties with a legitimate interest;
b) consolidated data which do not disclose identity of individual clients;
c) data on the Bank's shareholders and amounts of their stakes in the Bank's equity and data on other parties having stakes in the Bank and data on such stakes regardless of whether they are clients of the Bank;
d) data related to timeliness in the settlement of obligations of clients to the Bank.

7.3. Obligation of keeping bank secret
The Bank, members of its bodies, shareholders and employees, the Bank's external auditor and other parties having access to data considered bank secret due to the nature of activities they perform shall keep bank secret, may not communicate such data to third parties, use them against interests of the Bank and its clients nor allow access to such data by third parties, except in cases stipulated in item 7.4. of the present General Terms and Conditions.

Obaveza čuvanja bankarske tajne ne prestaje ni posle prestanka statusa na osnovu koga je neko lice imalo pristup podacima koji se smatraju bankarskom tajnom. Banka može podatke o Klijentu koji se smatraju bankarskom tajnom saopštiti trećim licima samo uz pismeno odobrenje tog Klijenta, osim ako Zakonom nije drugačije propisano, i izuzev kada se radi o licima iz tačke 7.4. ovih Opštih uslova.

7.4. Izuzeci od obaveze čuvanja bankarske tajne

Saglasno odredbama Zakona o bankama obaveza čuvanja bankarske tajne ne postoji ako se podaci saopštavaju:

1) na osnovu odluke ili zahteva nadležnog suda;
2) za potrebe ministarstva nadležnog za unutrašnje poslove, organa nadležnog za borbu protiv organizovanog kriminala i organa nadležnog za sprečavanje pranja novca, u skladu sa propisima;
3) u vezi sa imovinskim postupkom, a na osnovu zahteva staraoca imovine ili konzularnih predstavništava stranih država, posle podnošenja pismenih dokumenata kojima se dokazuje opravdani interes ovih lica;
4) u vezi sa izvršenjem nadležnog organa na imovini klijenta Banke;
5) regulatornim telima u Republici Srbiji radi obavljanja poslova iz njihove nadležnosti;
6) licu koje su Banke osnovale radi prikupljanja podataka o ukupnom iznosu, vrsti i ažurnosti u ispunjavanju obaveza fizičkih i pravnih lica klijenata banaka;
7) nadležnom organu u vezi s vršenjem kontrole obavljanja platnog prometa kod pravnih i fizičkih lica koja obavljaju delatnost, u skladu s propisima kojima se uređuje platni promet;
8) poreskoj upravi, u skladu s propisima kojima se uređuju poslovi iz njene nadležnosti;
9) organu nadležnom za kontrolu deviznog poslovanja;
10) na zahtev organizacije za osiguranje depozita, u skladu sa zakonom kojim se uređuje osiguranje depozita;
11) stranom regulatornom telu pod uslovima predviđenim sporazumom o saradnji zaključenim između tog tela i Narodne banke Srbije
12) Trećim licima kojima je neophodno saopštiti iste u cilju izvršenja transakcije u ime klijenta preko međubankarskog sistema.

Banka ima pravo i da navedene podatke saopšti istražnom sudiji, javnom tužiocu i sudovima, odnosno drugim organima koji vrše javnopravna ovlašćenja, radi zaštite svojih prava, u skladu sa Zakonom.

The obligation of keeping bank secret shall not cease even after termination of the status based on which a party has had access to data considered bank secret. The Bank may disclose data on the Client considered bank secret to third parties only against a written approval of the Client, unless the Law stipulates otherwise and except in case of parties stipulated in item 7.4. of the present General Terms and Conditions.

7.4. Exceptions from the bank secret obligation

In line with the Law on Banks, the bank secret obligation shall not apply in case the data are communicated:

1) based on a decision or a request of the competent court;
2) for the needs of the ministry competent for internal affairs, the authority competent for combating organised crime and the authority competent for money laundering prevention, in accordance with regulations;
3) in connection with the property procedure, based on a request of the guardian of assets or consular representative offices of foreign states, upon submission of written documents showing legitimate interest of those persons;
4) in the case of the competent authority's enforcement against assets of the Bank's client;
5) to regulatory authorities of the Republic of Serbia for the purpose of performing activities within their field of competence;
6) to an entity established by banks for the purpose of collecting data on the total amount, type and timeliness in the fulfilment of obligations by natural and legal persons that are bank clients;
7) to a competent authority for the purpose of performing supervision of payment operations of legal and natural persons conducting their business activities, in compliance with payment operations regulations;
8) to the tax administration pursuant to regulations governing the activities within its field of competence;
9) to the authority competent for the supervision of foreign exchange operations;
10) upon the request of the organisation for deposit insurance, in accordance with the law governing deposit insurance;
11) to a foreign regulatory authority under conditions stipulated by a memorandum of understanding concluded between such authority and the National Bank of Serbia;
12) to third parties to whom the data must be communicated for the purpose of transaction execution on behalf of the client via an interbank system.

The Bank is entitled to disclose the said data to the investigative judge, public prosecutor and courts and/or other bodies that have public authorities, solely for the purpose of protecting its rights, in accordance

Klijent je saglasan da Banka može podatke koji se odnose na njegovo finansijsko stanje i transakcije kao i sve druge lične podatke i informacije koje se odnose na njega, njegovu imovinu i njegovo poslovanje, a koje je Klijent dao Banci prilikom uspostavljanja poslovnog odnosa ili tokom njegovog trajanja, dostaviti Narodnoj banci Srbije, spoljnim revizorima Banke, organima kojima je Banka po zakonu dužna da dostavlja podatke, kao i svim trećim licima sa kojima Banka ima zaključene ugovore o poslovnoj saradnji koji su neophodni za realizaciju poslovnog odnosa ili su u vezi sa poslovnim odnosom Klijenta sa Bankom, a sa kojima Banka ima zaključen ugovor o poverljivosti podataka.

Klijent je saglasan i ovlašćuje Banku da pribavlja izveštaje od Kreditnog biroa pri Udruženju banaka Srbije o njegovim zaduženjima kod drugih lica, kao i da istom dostavlja podatke u vezi sa njegovim zaduženjima kod Banke a sve u cilju smeštanja, čuvanja, dostavljanja i pribavljanja podataka evidentiranih u Kreditnom birou i to počev od dana uspostavljanja poslovnog odnosa sa Bankom pa sve do urednog i potpunog izmirenja svih obaveza Klijenta koje proizilaze iz/ili su u vezi sa tim poslovnim odnosom.

Banka ima pravo da podatke o Klijentu koji se odnose na njegove kontakt podatke a koje je Klijent dostavio Banci prilikom uspostavljanja poslovnog odnosa koristi radi dostavljanja Klijentu obaveštenja o svojim poslovnim aktivnostima, proizvodima i uslugama u cilju poslovne prezentacije.

8. OBRADA PODATAKA O LIČNOSTI

8.1. Prihvatanjem ovih Opštih uslova Klijent se izričito saglašava da Banka, radi izvršenja zakonskih i ugovornih obaveza, sprečavanja, ispitivanja ili otkrivanja prevarnih radnji ili zloupotreba u vezi s platnim uslugama, daljeg razvoja i unapređenja poslovanja i buduće poslovne saradnje, kao i u marketinške i statističke svrhe, može prikupljati i obrađivati podatke koji se odnose na Klijenta – podatke o ličnosti, a koji su dati u postupku zasnivanja, održavanja i izmene ugovornog odnosa i da iste može učiniti dostupnim nadležnom državnom organu u skladu sa pozitivnim propisima Republike Srbije, kao i trećem licu sa kojim Banka zaključi ugovor o pružanju usluga vansudske ili sudske naplate dospelog, a nenaplaćenog potraživanja prema klijentu.

8.2. Banka sve podatke čuva i obrađuje kao poslovnu/bankarsku tajnu, uz primenu svih raspoloživih tehničkih i organizacionih mera zaštite podataka u skladu sa propisima kojima se uređuje zaštita podataka o ličnosti i internim aktima Banke.

with the Law.

The Client agrees that the Bank may deliver data related to the Client's financial standing and transactions, as well as all other personal data and information related to the Client, the Client's ownership and business, provided by the Client within the establishment of a business relation or in the course of a business relation, to the National Bank of Serbia, external auditor of the Bank, authorities to which the Bank must provide data under the law and all third parties with whom the Bank has concluded business cooperation agreements and non-disclosure agreements, such data being necessary for the execution of a business relation or related to a business relation of the Client and the Bank.

The Client agrees and authorises the Bank to obtain reports from the Credit Bureau of the Association of Serbian Banks on the Client's debts from other parties, and to deliver to the Credit Bureau of the Association of Serbian Banks data related to the indebtedness of the Client at the Bank, with the purpose of storing, keeping, delivering and obtaining data recorded at the Credit Bureau, starting from the day of the establishment of a business relation with the Bank until due and full settlement of all liabilities of the Client stemming from/related to such business relation.

The Bank is entitled to use data on the Client and related to the Client contact information presented to the Bank by the Client within the establishment of a business relation for sending notifications on its business activities, products and services as business presentation to the Client.

8. PERSONAL DATA PROCESSING

8.1. By accepting the present General Terms and Conditions, the Client explicitly agrees that the Bank may, for the purpose of executing legal and contractual obligations, preventing, investigating or detecting frauds or misuses related to payment services, further developing and improving operation and future business cooperation and for marketing and statistical purposes, collect, and process data related to the Client – personal data provided within the procedure of establishment, maintenance and change of a contractual relation and that the Bank may make them avaialble to the competent public authority in line with positive regulations of the Republic of Serbia and third parties with which the Bank concludes an agreement on off-court or court collection of due outstanding Client receivables.

8.2. The Bank stores and processes all data as business/bank secret, with applying all avaialbe technical and organisational measures of data protection, in line with regulations governing personal data protection and internal enactments of the Bank.

8.3. Klijenti fizička lica prihvatanjem ovih Opštih uslova potvrđuju da su, shodno Zakonu o zaštiti podataka o ličnosti, upoznati sa načinom prikupljanja njihovih ličnih podataka, i da su saglasni sa obradom (elektronskom i fizičkom) istih, za vreme trajanja njihovog poslovnog odnosa sa Bankom i čuvanjem istih i nakon prestanka tog odnosa a do isteka zakonom predviđenog roka za čuvanje tih podataka.

8.3. By acepting the present General Terms and Conditions the clients – natural persons confirm that they are, in line with the Law on Personal Data Protection, familiar with the manner of collection of their personal data and that they agree to such data (electronic and physical) processing in the course of their business relation with the Bank and their storing after cessation of the said relation until the expiration of the legally prescribed period for keeping the data.

9. PRAVO NA PRIGOVOR I PRITUŽBU KLIJENATA FIZIČKIH LICA, PREDUZETNIKA I POLJOPRIVREDNIKA I KLIJENATA KORISNIKA PLATNIH USLUGA

9.1. Klijent – fizičko lice, preduzetnik, poljoprivrednik i klijent korisnik platnih usluga ima pravo na prigovor Banci u pisanoj formi (u daljem tekstu: prigovor) ako smatra da se Banka ne pridržava odredaba zakona, ovih Opših uslova, Opštih uslova poslovanja Banke sa fizičkim licima, preduzetnicima i poljoprivrednicima i Opštih uslova pružanja platnih usluga Banke, dobre poslovne prakse ili obaveza iz ugovora zaključenog sa Klijentom.

Vezano za sredstva obezbeđenja i pravo na prigovor davalac sredstava obezbeđenja ima ista prava kao i Klijent.

Banka je dužna da u poslovnim prostorijama u kojima nudi usluge Klijentima i na internet stranici omogući podnošenja prigovora, odnosno omogući da se Klijenti upoznaju sa načinom podnošenja prigovora, postupanjem Banke po prigovorima, sa njegovim pravom da podnese pritužbu Narodnoj banci Srbije kao i sa mogućnošću pokretanja postupka posredovanja.

a) **Rok za prigovor** iznosi **tri godine** od dana kada je, po mišljenju Klijenta, učinjena povreda nekog njegovog prava ili pravnog interesa.
b) **Rok za odgovor Banke** iznosi **15 dana** od dana prijema prigovora. U slučaju da Banka iz razloga koji ne zavise od njene volje ne može da dostavi odgovor tom roku, isti se može produžiti za još najviše 15 dana, o čemu je Banka dužna da obavesti podnosioca prigovora u roku od 15 dana od dana prijema prigovora.
c) **Sadržina odgovora Banke:** Banka je dužna da u pismenoj formi Klijentu dostavi jasan i razumljiv odgovor na prigovor, kao i da u tom odgovoru ukaže podnosiocu prigovora na njegovo pravo da podnese pritužbu Narodnoj banci Srbije.
d) **Pritužba Narodnoj banci Srbije:** U slučaju da je Klijent nezadovoljan odgovorom Banke na prigovor ili mu odgovor nije dostavljen u propisanom roku, može Narodnoj banci Srbije (u

9. RIGHT TO COMPLAINT OF CLIENTS – NATURAL PERSONS, ENTREPRENEURS AND AGRICULTURAL PRODUCERS AND CLIENTS – PAYMENT SERVICE USERS

9.1. The Client – natural person, entrepreneur, agricultural producer and the Client – user of payment services shall be entitled to submit a complaint to the Bank in written form (hereinafter referred to as the complaint) in case such Client holds the opinion that the Bank does not observe provisions of the law, the present General Terms and Conditions, the General Terms and Conditions of Operation of the Bank with Natural Persons, Entrepreneurs and Agricultural Producers and General Terms and Conditions for the Provision of Payment Services of the Bank, good business practice or obligations from the contract concluded with the Client.

Concerning collaterals and the right to complaint, the collateral provider shall have the same rights as the Client.

The Bank shall enable filing of complaints and information to clients on the manner of submitting the complaints, activities of the Bank related to complaints, clients' right to submit complaints to the National Bank of Serbia and the possibility of initiation of mediation procedure in its business premises where services are offered to clients and on its website.

a) **Deadline for submitting a complaint** is **three years** from the date of violation of a Client's right or legal interest in the opinion of the Client.
b) **Deadline for the Bank to respond** is **15 days** from the date of reception of the complaint. In case the Bank fails to send the response within the said period due to reasons outside of its control, the deadline may be extended for maximum 15 additional days and the Bank shall inform the Client accordingly within 15 days from the date of the complaint reception.
c) **Contents of the Bank's response:** The Bank shall send to the Client a clear and understandable written response to the complaint, containing an indication of the Client's right to submit a complaint to the National Bank of Serbia.
d) **Complaint to the National Bank of Serbia:** In case the Client is dissatisfied with the response of the Bank to the complaint or the Client has not received a response within the prescribed

daljem tekstu: NBS) podneti pritužbu, u pismenoj formi, ukoliko smatra da se Banka ne pridržava odredaba propisa kojima se uređuju usluge Banke. Rok za podnošenje pritužbe je **šest meseci** od dana prijema odgovora ili isteka roka za odgovor na prigovor.

NBS će od Banke zatražiti da se izjasni o navodima iz pritužbe i dostaviti odgovarajuće dokaze u roku koji NBS odredi, a koji ne može biti duži od **osam dana** od dana prijema zahteva.

NBS obaveštava podnosioca pritužbe o nalazu po pritužbi u roku od **3 meseca** od dana prijema pritužbe, a u složenijim predmetima taj rok se može produžiti za još najviše tri meseca. NBS ujedno podnosioca pritužbe obaveštava i o mogućnosti vansudskog rešavanja spornog odnosa sa Bankom.

e) **Postupak posredovanja:** U slučaju da je podnosilac prigovora nezadovoljan odgovorom na prigovor ili mu odgovor nije dostavljen u propisanom roku, sporni odnos se može rešiti u vansudskom postupku – posupku posredovanja.

Postupak posredovanja se pokreće na predlog jedne strane koji je prihvatila druga strana. Predlog sadrži i rok za njegovo prihvatanje, koji ne može biti kraći od pet dana od dana dostavljanja predloga. Postupak može biti okončan sporazumom strana, obustavom ili odustankom.

Strane u sporu mogu odlučiti da postupak posredovanja sprovedu pred Narodnom bankom Srbije, u kom slučaju je postupak besplatan, ili pred drugim organom ili licem ovlašćenim za posredovanje.

f) **Način podnošenja prigovora:** pismeni prigovor Klijent može podneti:

- Lično na šalterima Banke
- Slanjem na e-mail adresu: prigovori@apibank.rs
- Poštom na adresu: **API Bank a.d. Beograd, Služba usklađenosti poslovanja Banke Balkanska br. 2, 11000 Beograd**
- Na sajtu **www.apibank.rs** popunjavanjem propisane forme za podnošenje prigovora
- Poštom na adresu: **Narodna banka Srbije - Centar za zaštitu i edukaciju korisnika finansijskih usluga Poštanski fah 712 11000 Beograd**
- Slanjem na E-mail adresu: zastita.korisnika@nbs.rs

deadline, the Client may file a complaint to the National Bank of Serbia (hereinafter referred to as the NBS) in written form in case the Client believes that the Bank does not observe provisions of regulations governing Bank services. The deadline for filing such complaint is **six months** from the date of response reception or expiration of the deadline for giving a response to the complaint.

The NBS shall require the Bank to make a statement on the contents of the complaint and present adequate evidence within a deadline defined by the NBS which may not be longer than **eight days** from the day of receiving the related request.

The NBS shall inform the Client on its findings based on the complaint within **3 months** from the day of complaint reception, and in more complex cases, the deadline may be extended for maximum three additional months. The NBS shall at the same time inform the Client of the possibility of off-court settlement of the dispute with the Bank.

e) **Mediation procedure:** In case the Client is dissatisfied with a response to the complaint or a response has not been delivered within the prescribed deadline, the disputed relation may be solved in an off-court procedure – mediation procedure.

The mediation procedure is initiated at a proposal of one party accepted by the other party. The proposal shall contain a deadline for the proposal acceptance which may not be shorter than five days from the day of the proposal delivery. The procedure may be finalised with an agreement of the parties, suspension or withdrawal.

The parties in the dispute may decide to carry out the mediation procedure before the National Bank of Serbia, in which case the procedure is free of charge, or before other body or person authorised for mediation.

f) **Manner of filing complaints:** the Client may file a written complaint:

- In person at the Bank's teller points,
- By sending it to the e-mail: prigovori@apibank.rs,
- By mail at the address: **API Bank a.d. Beograd, Služba usklađenosti poslovanja Banke Balkanska br. 2, 11000 Beograd**
- On the website **www.apibank.rs** by filling the prescribed complaint form,
- By mail at the address:

  Narodna banka Srbije - Centar za zaštitu i edukaciju korisnika finansijskih usluga Poštanski fah 712 11000 Beograd
- By sending it to the e-mail : zastita.korisnika@nbs.rs.

10. OBJAVLJIVANJE, IZMENA I STUPANJE NA SNAGU OPŠTIH USLOVA POSLOVANJA

10.1. Banka je dužna da Opšte uslove poslovanja API Bank a.d. Beograd – Opšte odredbe objavi na vidnom mestu u svojim poslovnim prostorijama u kojima nudi usluge i na Internet stranici www.apibank.rs i to najkasnije 15 dana pre početka njihove primene, da obezbedi da se Klijent upozna sa tim Opštim uslovima na srpskom jeziku, da mu pruži odgovarajuća objašnjenja i instrukcije koji se odnose na primenu ovih uslova u vezi sa određenom finansijskom uslugom, kao i da mu, na njegov zahtev, u pisanoj formi ili na drugom trajnom nosaču podataka dostavi te uslove bez odlaganja.

10.2. Banka je dužna da izmene Opštih uslova poslovanja API Bank a.d. Beograd – Opštih odredaba objavi na vidnom mestu u svojim poslovnim prostorijama u kojima nudi usluge i na Internet stranici www.apibank.rs, i to najkasnije 15 dana pre početka njihove primene, da obezbedi da se Klijent upozna sa ovim izmenama na srpskom jeziku, da mu pruži odgovarajuća objašnjenja i instrukcije koji se odnose na primenu izmena u vezi sa određenom finansijskom uslugom, kao i da mu, na njegov zahtev, u pisanoj formi ili na drugom trajnom nosaču podataka dostavi te izmene bez odlaganja. U slučaju da Klijent blagovremeno ne istakne prigovor na izmene smatraće se da se sa njima saglasio.

10.3. Ovi Opšti uslovi kao i njihove izmene stupaju na snagu šesnaestog dana od dana njihovog objavljivanja na način iz 10.1. and 10.2.

10.4. Ukoliko bilo koji uslov ili odredba ovih Opštih uslova postane nepunovažan ili neprimenjiv, to neće biti od značaja za punovažnost ostalih odredbi Opštih uslova.

11.PRIMENA OPŠTIH USLOVA POSLOVANJA

11.1. Opšti uslovi poslovanja API Bank a.d. Beograd – Opšte odredbe sastavni su deo ugovora o korišćenju bankarskih usluga i proizvoda koje Klijenti zaključuju sa Bankom a svojim potpisom na ugovoru ili na drugi odgovarajući način, ako konkretan oblik poslovne saradnje ne predviđa zaključivanje ugovora, Klijenti potvrdjuju da su upoznati sa njihovim sadržajem i da prihvataju njihovu primenu na njihov poslovni odnos sa Bankom.

10. PUBLICATION, AMENDMENTS AND ENTERING INTO FORCE OF THE GENERAL TERMS AND CONDITIONS OF OPERATION

10.1. The Bank shall display the General Terms and Conditions of Operation of API Bank a.d. Beograd – General Provisions at a visible position in its business premises where its services are offered and on the website www.apibank.rs within 15 days prior to the start of their implementation, enable the Client to get informed of the General Terms and Conditions in the Serbian language, provide adequate explanations and instructions related to their implementation concerning a financial service and send them to the Client without delay, at a Client's request, in written form or on other durable medium.

10.2. The Bank shall display amendments of the General Terms and Conditions of Operation of API Bank a.d. Beograd – General Provisions at a visible position in its business premises where its services are offered and on the website www.apibank.rs within 15 days prior to the start of their implementation, enable the Client to get informed of such amendments in the Serbian language, provide adequate explanations and instructions related to their implementation concerning a financial service and send them to the Client without delay, at a Client's request, in written form on other durable medium. Should the client fail to timely object to such amendments, it shall be deemed that the Client has agreed to the amendments.

10.3. These General Terms and Conditions as well as their amendments are entering into the force on the sixteenth day from the day of their displaying in a way determined in 10.1. and 10.2.

10.4. Should a term or a provision of the present General Terms and Conditions become invalid or inapplicable, such invalidity or inapplicability shall not be relevant for the validity of other provisions of the General Terms and Conditions.

11. IMPLEMENTATION OF THE GENERAL TERMS AND CONDITIONS OF OPERATION

11.1. The General Terms and Conditions of Operation of API Bank a.d. Beograd – General Provisions shall make an integral part of agreements on using banking services and products concluded by clients and the Bank. With their signatures affixed to an agreement or in other adequate manner, in case a form of business cooperation does not envisage conclusion of an agreement, clients confirm that they are familiar with their contents and that they accept their implementation to their business relation with the Bank.

12. REŠAVANJE SPOROVA, MERODAVNO **PRAVO,** ORGAN NADLEŽAN ZA KONTROLU **BANKE I JEZIK**

12.1. Sva sporna pitanja koja eventualno nastanu iz poslovnog odnosa Banka i Klijent će rešiti sporazumno a ako to nije moguće, spor će se rešavati pred stvarno nadležnim sudom u Beogradu i uz primenu prava Republike Srbije ukoliko nije drugačije ugovoreno ili propisano zakonom.

12.2. Kontrolu i nadzor nad poslovanjem Banke vrši Narodna banka Srbije, ul. Kralja Petra 12, 11000 Beograd.

12.3. U slučaju neslaganja teksta ovih Opštih uslova na srpskom i engleskom jeziku merodavan je tekst na srpskom jeziku.

13. ZAVRŠNE **ODREDBE**

13.1. Stupanjem na snagu ovih Opših uslova poslovanja API Bank a.d. Beograd - Opšte odredbe, prestaju da važe i da se primenjuju Opšti uslovi i pravila poslovanja (Br. UO-135/2015 od 19.08.2015.godine i Br. UO-227/2016 od 17.11.2016.godine).

12. SOLVING OF DISPUTES, GOVERNING LAW, AUTHORITY IN CHARGE OF BANK SUPERVISION AND LANGUAGE

12.1. Any disputed issues that may arise from their business relationship shall be settled amicably between the Bank and the Client, and if this is not possible, the dispute shall be settled before a competent court in Belgrade by applying the law of the Republic of Serbia, unless otherwise stipulated or prescribed by law.

12.2. The control and supervision of the Bank's operations are performed by the National Bank of Serbia, Str. Kralja Petra 12, 11000 Beograd.

12.3. In the case of discrepancy between Serbian and English version of these General Terms and Conditions, Serbian version shall prevail.

13. FINAL PROVISIONS

13.1. Upon entry into force of these General Terms and Conditions of Operation of API Bank a.d. Beograd – General Provisions, the General Terms and Conditions of Operation shall cease to be valid and applicable (no. UO-135/2015 dated 19th August 2015 and no. UO-227/2016 dated 17th November 2016).

API Bank a.d. Beograd
Broj: UO-249/2018
Datum: 05.12.2018 god.
Beograd, Bulkanska 2

UPRAVNI ODBOR

Na osnovu člana 73. stav 1. tačka 5) Zakona o bankama ("Službeni glasnik RS", br. 107/2005, 91/2010 i 14/2015), Upravni odbor API Bank a.d. Beograd, na svojoj sednici održanoj dana 5.12.2018. godine, doneo je sledeću

ODLUKU
O UTVRĐIVANJU OPŠTIH USLOVA POSLOVANJA API BANK A.D. BEOGRAD – Opšte odredbe

1. Upravni odbor API Bank a.d. Beograd utvrđuje Opšte uslove poslovanja API Bank a.d. Beograd – Opšte odredbe, u tekstu koji se daje u prilogu ove Odluke i čini njen sastavni deo.

2. Ova Odluka stupa na snagu danom donošenja.

BOARD OF DIRECTORS

In compliance with Article 73. Paragraph 1. Item 5) of the Law of Banks ("The Official Gazette RS", no. 107/2005, 91/2010 and 14/2015), the Board of Directors of API Bank a.d. Beograd, at its session held on 5.12.2018. rendered the following

DECISION
ON DETERMINATION THE GENERAL TERMS AND CONDITIONS OF OPERATIONS OF API BANK A.D. BEOGRAD – General Provisions

1. The Board of Directors of API Bank a.d. Beograd determines the General terms and conditions of operations of API Bank a.d. Beograd – General provisions, in the text which is enclosed to this Decision and represents its integral part.

2. This Decision comes into force on the day of its rendering.

Predsednik Upravnog odbora
President of the Board of Directors

Andrey Zakharovich Shlyakhovoy

API BANKA AKCIONARSKO DRUŠTVO BEOGRAD
API Bank a.d. Beograd
API bank
Beograd