



GTC OF BANCA INTESA AD BEOGRAD FOR MOBILE BANKING SERVICE FOR LEGAL ENTITIES AND ENTREPRENEURS

Effective from: 23.04.2024

Pursuant to article 73, paragraph 1, point 5 of the Law on Banks (Official Gazette no. 107/2005, 91/2010 and 14/2015) and article 33, paragraph 2, point 5 of the Articles of Association of Banca Intesa a.d. Beograd, the Board of Directors of Banca Intesa a.d. Beograd has adopted the following

GENERAL OPERATING TERMS AND CONDITIONS OF BANCA INTESA AD BEOGRAD FOR MOBILE BANKING SERVICE FOR LEGAL ENTITIES AND ENTREPRENEURS

1. INTRODUCTORY PROVISIONS

1.1. Content of Bank's General Operating Terms and Conditions for mobile banking services

These General Operating Terms and Conditions of Banca Intesa AD Beograd for mobile banking service for legal entities and entrepreneurs (hereinafter referred to as: GTC) define mutual rights, obligations and responsibilities of the Bank and the Clients, for the use of the mobile banking services.

GTC for BizMobi service shall mean standard conditions for using BizMobi service described on the Bank's web site in line with point 2.1 of this GTC as well as acts defining the fees and other costs that Bank charges to its Clients..

The terms applied in this GTC for BizMobi service:

- 1) **The Bank** is **BANCA INTESA AKCIONARSKO DRUŠTVO BEOGRAD (NOVI BEOGRAD)**, 7b Milentija Popovića Street, 11070 Belgrade, Serbia (hereinafter referred to as: the Bank), BIC/SWIFT code: DBDBRSBG, Registration number: 07759231, TIN: 100001159, E-mail: kontakt@bancaintesa.rs;
- 2) **BizMobi service** is a Bank service that enables the User of payment services to perform banking services through remote electronic communication, where the physical presence of the User and the Bank's employees in the same place is not required.
The BizMobi service allows the user of payment services the following:
 - insight into the balance and turnover of the payment account,
 - disposal of funds on the payment account,
 - submission of applications for the Bank's credit products, as well as their contracting
- 3) **BizMobi application** is an application for mobile devices providing the possibility of installing additional applications and enables the Client access to accounts, independent payments, inspection of payment cards etc.
- 4) **Mobile device** is a device providing the possibility of installing additional applications, and having an operating system which supports the use of BizMobi application.
- 5) **Electronic message** represents a series of electronically generated data, which are sent, received or stored on electronic, optical or other similar mediums;
- 6) **Payment instrument** represents any personalized means and/or a series of actions agreed between the Client and the Bank, which the Client shall apply for the purpose of issuing a payment order
- 7) **Instant credit transfer at the at the merchant's point of sale** means a payment service of accepting payment transactions based on a payment instrument (mobile application) for instant credit transfer at the merchant's physical and/or online point of sale (e-commerce), for transferring funds to the merchant (the payee);
- 8) **Electronic signature** is a collection of data in electronic form, which are added to or logically connected with other (signed) data in electronic form so that the electronic signature shall confirm the integrity of such data and the identity of the signatory;
- 9) **Client** is a legal entity or entrepreneur with an open payment account with the Bank who has contracted and is using the BizMobi service

BANCA INTESA AD BEOGRAD

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- 10) **Person authorized for representation** is a natural person representing the Client, pursuant to a law or power of attorney (in the name and on behalf of the Client);
- 11) **Authorized person** is a natural person authorized by the Client to use BizMobi in the name and on behalf of the Client, according to the granted authorization;
- 12) **Sender of electronic message** is a person who has personally sent an electronic message or a message has been sent in his name, with the intermediary of the electronic message not considered as the sender of that electronic message. An intermediary shall be considered any person sending or receiving an electronic messages in the name of the authorized person;
- 13) **Recipient of electronic message** is a person who has received an electronic message, or the message has been received in his name, with the intermediary of the electronic message not considered a recipient of that electronic message. An intermediary shall be considered any person sending or receiving an electronic messages in the name of the authorized person;
- 14) **Means of authentication** – a safety protective mechanism which the Client is granted to use by the Bank, and which is used for his authentication when accessing the Bank's systems or for the authorization of transactions;
- 15) **Client authentication** – represents the process of verification and confirmation of the identity of the Client when accessing the Bank's systems with the use of the assigned means of authentication;
- 16) **Transactions authorization** – represents confirmation process for the performance of financial and/or nonfinancial transactions in the Bank's systems, with the use of the assigned means of authentication;
- 17) **mToken** – represents the software means of authentication, compatible with iOS and Android smartphone and device platforms, where the authentication parameter is generated inside the application installed on the Client's mobile device;
- 18) **PIN** is a combination of signs used for authentication of the Client when accessing the application and for the authorization of payment transactions performed via application.
- 19) **Application form for using the Banca Intesa AD Beograd BizMobi service for legal entities and entrepreneurs** is a document used by the Client to contract this service with the Bank and assign and/or revoke authorization for Authorized persons. The Client can submit the Application form multiple times over the course of this Framework Agreement, and with each new submission of the Application form, the most recent Application form shall be considered as authoritative for the master data (as a supplement to the previous application form for the BizMobi service), except in the case of services that are only available to the Legal representative.
- 20) **QR Code (QR – Quick Response)** – a standardized two-dimensional mark that represents a two-dimensional barcode with the prescribed elements, and is used to present the data of the Payment Services User, i.e. to download data from the merchant, in accordance with point 2.5. GTC for BizMobi service;
- 21) **Merchant** – payee designated as the recipient of funds that are the subject of instant credit transfer on the basis of the Payment Request at the merchant's point of sale;
- 22) **Payment Request at the Merchant's Point of Sale** means a payment order issued by the Payment Services User and credited to his payment account through Biz Mobi application functions for initiating instant credit transfer at the Merchant's point of sale;
- 23) **Merchant's Point of Sale** – the business premises of the Merchant in which the payments for goods and/or services are made, or the merchant's online place of sale;
- 24) **Framework Agreement for the provision of mobile banking services for legal entities and entrepreneurs** (hereinafter referred to as: Framework Agreement) consists of:
 - a) GTC for BizMobi service;
 - b) General Operating Terms and Conditions of Banca Intesa AD Beograd for payment accounts and payment services for legal entities and entrepreneurs (hereinafter referred to as: GOT for payment accounts and payment services);
 - c) Agreement for the provision of BizMobi service (hereinafter referred to as: Agreement for BizMobi);
 - d) Excerpt from the Tariff of Fees for Banca Intesa AD Beograd services (hereinafter referred to as: Tariff),
 - e) Application form for the use of BizMobi service (hereinafter referred to as: Application form) and
 - f) Time schedule for acceptance and execution of payment orders which is an integral part of the GTC for BizMobi service (hereinafter referred to as: Time schedule)



The Client is entitled to one copy of the Framework Agreement in written form or in other permanent data storage device, and is also entitled, over the duration course of Agreement, at his request, to receive a copy of the Framework Agreement, i.e. the information submitted in the pre-contract phase, in the form of a draft agreement and in a manner which shall provide the Client with insight into the terms and conditions relating to the provision of payment services, as well as to compare the offers of different payment service providers and estimate whether these terms and conditions and services are best suited to his needs.

The pre-contract phase shall not be applied to the Client - legal entity.

1.2. Competence for adoption of GTC for BizMobi service

GTC for the Bank's BizMobi service and their amendments shall be adopted by the Bank's Board of Directors.

The Executive Board may adopt the general act from point 1.1, paragraph 2 between two regular meetings of the Board of Directors. The Board of Directors shall approve the decision of Executive Board at the next regular meeting.

1.3. Relationship between the Agreement for BizMobi, GOT for payment accounts and payment services and GTC for BizMobi service

GTC for BizMobi service are considered specific general terms and conditions in regards to the GOT for payment accounts and payment services, and are applied jointly with the GOT for payment accounts and payment services.

Agreement for BizMobi is an integral part of the Framework Agreement, therefore in the event of any contrariety/collision between the provisions of the Agreement for BizMobi and other acts of the Framework Agreement, the Agreement for BizMobi shall apply.

2. BIZMOBI SERVICE TERMS OF USE

2.1. Description of basic characteristics of BizMobi service

Information regarding the Bank's BizMobi service is available to the Clients at the Bank's operating network and on the Bank's websites (www.bancaintesa.rs).

The Bank reserves the right to change the technical type, scope and content of BizMobi service. In the event of introduction of new types of services the Bank shall publish the information on the Bank's website (www.bancaintesa.rs).

The User manual for BizMobi service is available to all Clients on the Bank's website (www.bancaintesa.rs), with the Client being able to submit a request to the Bank for their delivery via electronic mail (hereinafter referred to as: e-mail), to the Client's e-mail address.

The contracted BizMobi service shall be available to the Client after activation, 24 (twenty-four) hours a day, 7 (seven) days a week, in the scope and manner determined in the Application form and User manual, provisions of the Framework Agreement and this GTC for BizMobi service.

The BizMobi service is available via mobile phone.

A prerequisite for contracting the BizMobi service is an open payment account with the Bank.

In the process of contracting the BizMobi service, the Client shall submit to the Bank a duly filled out and signed Application form, in paper form. The Application form shall be signed by the Person authorized for the representation and verified with the Client's seal (if the Client uses a seal in his legal transactions).



The Client shall provide the minimal technical requirements for the use of BizMobi service at his own expense.

Based on the Application form and a concluded Agreement for BizMobi service the Client shall be able to use the contracted service, within no later than 3 (three) business days from the day of processing of Application form or after accepting the mToken.

The Client shall independently determine the level of rights held by each individual signatory of the electronic message, in compliance with the authorizations of the Persons authorized for representation and in compliance with the current status documents of the Client and legal regulations. The degree of rights and the number of authorized signatories of electronic message is determined by the Client as the owner of the account in the Application form, except in the case of services that are only available to Legal representative. In the event of limitations in representation, the Person authorized for representation of the Client shall not authorize persons to dispose with the funds to a greater extent than that held.

On the basis of duly filled out and signed Agreements and Application form for BizMobi service, the Bank shall issue to the Client the activation parameters necessary for the activation of BizMobi application and shall issue them for each Authorized person specified in the Application form, individually.

During application activation initiation, i.e. after the entry of activation parameters the Authorized person of the Client shall determine the PIN for further access to the BizMobi application on his own.

The Client may use the contracted service after a successful entry of the activation parameters in the BizMobi application, providing that he provide minimum technical requirements, necessary for the use of the service, beforehand.

Means of authentication are non-transferrable and shall only be used by the Authorized person of the Client they have been assigned to. The Authorized person of the Client shall not, in any way, abuse the assigned means of authentication.

The Client and the Bank agree that electronic documents and electronic messages shall not have their validity or power of evidence disputed for the reason of being in electronic form, and that the electronic signature which can be verified on the basis of the mobile token, produces in legal transactions an equal legal effect to the handwritten signature, in compliance with legal regulations.

In signing the Framework Agreement the Client confirms that he has been advised that the electronic signature:

- is connected with the signatory of the electronic message in a distinctive way;
- represents sufficient information for the identification of the signatory of electronic message;
- is realized with the use of means for generating an electronic signature, at the responsibility of the signatory of electronic message and
- is connected to the electronic messages, and is related to them in a manner which makes any subsequent change of data detectable.

The Client confirms in signing the Framework Agreement that he has been advised that an electronic message has been sent by the Sender of electronic message:

- if the Sender of electronic message has sent the given message personally, or
- if the given message has been sent by the person having authorization to act in the name of Sender of electronic message in relation to that message;

The Bank reserves the right to decline the conclusion of the Framework Agreement with a Client and shall in that event enable the Client to accept the served documents, which had been submitted for that purpose to the Bank, with retaining a copy thereof.

2.2. Obligations of the Client

The Client shall:

- acquire, use and maintain an appropriate mobile device for the use of BizMobi service, which complies with the technical requirements prescribed by the User manual;
- protect the mobile device and program support for the use of BizMobi service, and shall use it exclusively in a manner provided by the User manual;
- with the due diligence of a prudent businessman keep PIN codes and activation parameters, and shall protect them from theft, loss or abuse;
- perform all operations via BizMobi service in compliance with the Framework agreement and other regulations;
- have at every moment installed the current version of the BizMobi application on his mobile phone,
- maintain the compatibility of his mobile device used for access to BizMobi application;
- bear any telecommunication and all other costs incurred by access and use of BizMobi application
- inform the Bank at once regarding any loss, theft, abuse or unauthorized use of the mobile device with the BizMobi application installed or any suspicion of unauthorized use of the BizMobi application, and shall immediately submit a request to the Bank for disabling (blocking) the use thereof and immediately and without delay, in person, request the disabling of BizMobi service at the Bank;
- inform the Bank of change of information required for undisturbed and safe use of BizMobi service, and meaning: telephone numbers and e-mail addresses via/over which the BizMobi service is used. Should the Client fail to comply therewith, the Bank shall consider as relevant the most recent information, which the Client had submitted to the Bank and shall not be held accountable for any damage as a consequence of outdated information;
- inform the Bank of the change of all information recorded in the process of registration in the relevant registry of business entities about the Client and/or personal information about the Authorized person;
- inform the Bank in writing, by filling out an Application form, of the revocation of authorization granted to any of the Authorized persons or the change in Persons authorized for representation;
- submit to the Bank accurate information in all documents from this Framework agreement, and the Bank shall not otherwise be held accountable for any inaccurate data submitted by the Client.
- notify the Bank within three days of a change of status (joining, division, merger and separation), change of form or establishment of another legal entity from his property, and change of ownership structure, business name, headquarters, person authorized for representation, change of person authorized to dispose of funds from payment accounts, change the seal or any other change of importance for legal transactions.
- inform Authorized person, that in the event of a change in the Authorized Person's personal and address data, he is obliged to notify the Bank within 15 days of the change of residence, i.e. place of residence, name and surname, i.e. data on the personal document (via mail to the address: Milentija Popović 7b, 11070 Belgrade, Serbia (for the Contact Center), by e-mail to the e-mail address: kontakt@bancaintesa.rs or directly to the competent employee of the Bank, and in an emergency by telephone with mandatory confirmation of the given information).

The Client shall store the accepted information for the activation of mToken application and the PIN created for the use of BizMobi application in such a manner as to make sure that they are accessible and known only to him and that they shall not come into contact with unauthorized persons, that may abuse such information.

The Authorized person is entitled to request the termination of use of BizMobi service, with the deactivation of BizMobi service (cancellation of use) or withholding the right to use of the specified service by the Bank (restriction on use), following the Client's initiation.

2.3. Rights and obligations of the Bank

The Bank reserves the right to:

- disable the Client's further use of the BizMobi service if the Client fails to have the current version of BizMobi application installed on his mobile device, if the Client in any way modifies the fabric installed operating system (and/or user rights) or its official upgrade (and/or user rights) on the mobile phone where the BizMobi application is installed;
- disable the use of service and without delay inform the Client of potential abuse of mobile device in the event of any suspicion that the Client's mobile device via which the BizMobi service is being used has been abused. In order for the Client to be able to use the service again the service needs to be unblocked, i.e. the activation parameters need to be reissued. The unblocking of the service in this situation can only be performed following a request from the Bank. After unblocking, it is necessary for the Client to request a reissue of the activation parameters at the Bank;
- Conduct a short term termination of the contracted BizMobi service, in the event of a necessary system upgrade, repair or maintenance of the Bank's installations, of which the Bank shall inform the Client at least 2 (two) business days in advance, except in the event of an emergency or when the safety reasons prohibit so;
- Introduce and install changes and adapt the current system and safety regulations, alter, limit, disable or terminate the use of BizMobi service at any time due to the occurrence of events that may lead to violation of safety, as well as due to force majeure.

The Bank shall not be liable for:

- damage endured by the Client, incurred as a result of force majeure, war, disturbances, terrorist acts, natural and ecological disasters, epidemics, strikes, cease in delivery of electrical power, disturbances in telecommunication and other traffic, errors generated due to transfer of data via telecommunication networks, decisions and acts of authorities, as well as due to any similar reasons, resulting in disabled Client access to BizMobi service, whereby the occurrence thereof cannot be assigned to the Bank.
- loss or destruction of data on mobile device, which the Client uses for accessing the BizMobi service.
- incurred damage if the Authorized person of the Client discloses or the activation parameters, PIN and/or the mobile device with the installed BizMobi application makes available to another person;
- irregular operation of the BizMobi application if the Client has in any way modified the fabric installed operating system (and/or user rights) or its official upgrade (and/or user rights) on the mobile device with the installed BizMobi application
- unavailability of the BizMobi application due to the loss or faults of the Client's mobile device, notwithstanding the reasons thereof.

Access and use of the BizMobi application is conducted via mobile operator networks, i.e. other networks which the Bank has no control over. The Bank shall not be responsible for any circumstances in any way leading to the prevention of data transfer and communication with the BizMobi application, including but not limited to the unavailability i.e. poor mobile network coverage, delay in data transfer, and the interruptions and disturbances on the mobile network.

The Bank shall be responsible for submitting the activation parameters required for the activation of the BizMobi service to the Client.

The Bank shall place an effort to eliminate any possible technical issues during the operation of BizMobi application in the shortest possible amount of time.

The Bank is entitled to disable the BizMobi service should the Client fail to log into the BizMobi application within 7 (seven) days of activating the Intesa Mobi service over the Bank counter. The Client may subsequently request service activation at the Bank.

In the event of non-use of the BizMobi application, the Bank is entitled to:



- temporarily disable the use of application, if the application has not been used for a continuous period of 3 (three) months. The Client can subsequently request the unblocking of the service at the Bank and the issue of new activation parameters, should he wish to continue using the service, and
- permanently disable the use of BizMobi service, for the Client, as well as for the Authorized person individually, in the event that the service has not been used over a continuous 6 (six) month period. The Client can subsequently request the reactivation of service, should he wish to use it again.

Non-use implies that the Client has not performed a single transaction or authorization via any of the assigned means of authentication over the observed time period, notwithstanding the results of the authentication or authorization (successful or unsuccessful).

2.4. Execution of payment transactions via BizMobi service

BizMobi service for the execution of payment transactions by charging the payment account and revoking the payment order, is governed by the GOT for payment accounts and payment services.

The Bank shall execute the payment orders for the execution of payment transactions by charging the Client's payment account. Payment orders, which have been duly filled out via BizMobi service, shall be executed according to the GOT for payment accounts and payment services.

The Bank shall execute a payment order, if there are no legal obstacles and if the Client has provided sufficient funds on his payment account, including the fee amounts, calculated and charged in line with the Tariff.

The Client is responsible for the control and accuracy of the entered data, in connection with the payment orders for the execution of payment transactions via BizMobi service. The Bank shall not be responsible for undue execution of such transactions i.e. orders, as governed by the GOT for payment accounts and payment services.

The Client shall bear full responsibility in connection with the electronically signed payment orders, considering the automated execution of the authorized payment orders.

The Bank shall provide feedback to the Client, informing him of a successful execution of the payment transaction with the charge of the Client's payment account via BizMobi service. The order received for execution need not be executed automatically, and the Client may receive this information via BizMobi service.

The payment order for the execution of the payment transaction by charging the Client's payment account shall be considered submitted/issued via BizMobi service, enabling payment by the Authorized person, once it had been electronically completed, authorized and issued in the name and on behalf of the Client.

The Client shall grant the authorization for the execution of payment order (via charging the Payment account) to the Authorized person by signing the consent within the Application form.

The Bank shall not be responsible for non-execution or undue execution of the payment transactions or the execution of unauthorized payment transactions via BizMobi service:

- if the execution of the unauthorized payment transaction, non-execution or undue execution of the payment transaction is a consequence of fraud of the Authorized persons of the Client, a consequence of incorrect entry of data by the Authorized persons or if the Client or his Authorized persons fail to fulfil the obligations from this here GTC for BizMobi service;
- if it is confirmed that the payment order for the charging the Client's payment account has been falsified;
- if the Client submits a payment order with an incorrect payment account number.

2.5. Execution of the Payment Request at the Merchant's point of sale

The Bank allows the BizMobi Payment Services User to issue a Payment Request at the Merchant's point of sale by selecting one of the following options in BizMobi application:

- 1) IPS Scan, which enables the presentation of the Payment Services User as the payer via QR Code;
- 2) IPS Show, which allows downloading data from the Merchant using the QR Code.

The Bank executes the Payment Request at the Merchant's point of sale as instant credit transfer, in accordance with the GOT for payment accounts and payment services.

Payment Service User shall confirm execution of the Payment Request at the Merchant's point of sale by entering PIN before presenting his or downloading the data from the Merchant via QR Code. Immediately after the instant credit transfer referred to in the previous paragraph, the Bank shall, through BizMobi application, provide the Payment Service User with the following information (hereinafter: Information on the executed payment request at the Merchant's point of sale):

- clear information that the Payment Request at the Merchant's point of sale was executed;
- a unique reference mark identifying payment transaction at the Merchant's point of sale;
- currency and the amount of the executed Payment Request at the Merchant's point of sale

3. INFORMATION AND DATA ON FEES AND CURRENCY EXCHANGE RATES

3.1. Type and level of fees charged to the Client by the Bank

For the activation and use of the BizMobi service the Bank shall charge a fee according to the Excerpt from the Tariff.

The Client shall provide funds on the Payment account with the Bank, for the payment of BizMobi service fees. Should there not be sufficient funds on the Payment account for charging the fee for the contracted service, the Client shall be prevented from the use of service until the level of funds on the Payment account reaches a sufficient level for the charge and activation of BizMobi service.

By signing the Application form for BizMobi service the Client confirms that he agrees and that he has authorized the Bank to charge for all the fees, in connection with the BizMobi service, in compliance with the Tariff.

For the execution of Payment transactions via BizMobi service, by charging the Client's Payment account, the Bank charges a fee for each individual Payment transaction executed in such manner, in compliance with the Tariff.

The execution of the payment order may require a purchase and/or sale of domestic or foreign means of payment (conversion of currency), i.e. the transformation (conversion) of one foreign means of payment (currency) into another. For the specified changes the Bank shall use a purchase or sell rate (depending on which foreign currency is being sold, and which bought) within the Bank's EXCHANGE RATE – for Clients, with the same rate applied on the date of execution/conversion of the currency.

4. INFORMATION REGARDING THE METHOD AND MEANS OF COMMUNICATION BETWEEN THE CLIENT AND THE BANK

Serbian language shall be used for all communication between the Bank and the Client, in connection with BizMobi service. The foregoing shall not exclude the use of other languages at the request of the Client and in line with good banking practices.

The information and notifications shall be sent in written form or on other permanent data storage device. The Client shall find all authoritative data in connection with the execution of payment transactions, as well as all of the addresses for communication with the Bank, on the address - www.bancaintesa.rs.

The Bank shall inform the Client, in a manner agreed in the previous paragraph, of the executed domestic payment transactions, international payment transactions and domestic payment transactions in third country currencies, in a manner prescribed by the GOT for payment accounts and payment services.

The Client is entitled to request a copy of the Framework Agreement at any time over the course thereof, and to change the channel of communication with the Bank, except when in violation of the provisions of the concluded Framework Agreement or irreconcilable with the nature of the product, i.e. service.

The Bank shall not be held responsible for any damage which the Client may incur as a result of undue acceptance or non-acceptance of the documents which the Bank has placed at his disposal in line with the Framework Agreement.

The Bank shall perform internal control of the consistent application of the terms and conditions of the Framework agreement, which apply to the cost of product throughout the entire duration period of the Framework Agreement.

In the event that the control from previous paragraph shall confirm that the calculated cost is not in line with the cost specified in the Framework Agreement, more favourable conditions for the Client shall be applied or the difference shall be paid to the Client.

5. INFORMATION ON SECURITY AND OTHER MEASURES IN CONNECTION WITH THE EXECUTION OF PAYMENT TRANSACTIONS

5.1. Application of the provisions of GOT for payment accounts and payment services

The provisions regarding the responsibility for unauthorized, uncompleted or incorrectly completed payment transactions, for the use of unique identification mark and authorization of the Bank for the disposal of funds from the Client's account, are prescribed by the GOT for payment accounts and payment services.

5.2. Refund based on the payment made by issuing the Payment Request at the Merchant's point of sale

The payment service user whose payment order was executed in accordance with point 2.5. The bureau of the GTC for BizMobi services, may contact the Bank in order to file the refund request for funds under such debit (hereinafter: Refund Request) for one of the following reasons:

- 1) if the Payment Service User claims to have received the Information on executed payment request at the Merchant's point of sale, and the Merchant claims that he did not receive this information, due to which he did not deliver the goods or service;
- 2) if the Payment Service User received the Information on the executed Payment Request at the Merchant's point of sale, but claims:
 - a. that the Payment Request at the Merchant's point of sale was executed several time by error;
 - b. that the Payment Request at the Merchant's point of sale was executed in the amount exceeding the amount determined for payment of goods/services;
 - c. that the payments for goods/services were made otherwise at the same point of sale, or by another Payment Request at the Merchant's point of sale;
- 3) if the Payment Service User and the Merchant have received the Information on executed payment request at the Merchant's point of sale, and the Payment Service User claims that, although the payment was made at the Merchant's point of sale, the Merchant failed to deliver the goods or service;

The Payment Service User may file a Refund Request for the reasons stated in points 1) and 2) above



immediately upon receipt of the Information on the executed payment request at the Merchant's point of sale, and at the latest within 13 (thirteen) months from the date when the payment account was charged.

The Payment Service User may file a Refund Request for the reasons stated in points 3) paragraph 1, within 4 (four) months from the expiry of the deadline for delivery of goods/service, and at the latest within 13 (thirteen) months from the date when the payment account was charged. In this case, the Payment Services User is obliged to submit with the refund request the evidence that he had previously contacted the Merchant in relation to the undelivered goods or service.

If the Bank determines that it is responsible for the improper execution of the Payment Request at the Merchant's point of sale, it shall immediately reimburse the amount of funds under such debit to the Payment Services User, i.e. it shall restore the account of the Payment Services User to the state in which it would have been if there were no irregularly executed payment request at the merchant's point of sale.

Notwithstanding the previous paragraph, the Bank shall refund the amount of funds on the basis of the Payment Request at the Merchant's point of sale, even without the Refund Request, in the following cases:

- 1) if it has received from the Merchant a request to make a refund in accordance with the framework agreement on payment services concluded with the Merchant;
- 2) if it finds that due to incorrect data in the Payment Request at the Merchant's point of sale, or because of technical problems, the Merchant was not provided with the Information on executed Payment Request at the Merchant's point of sale.

After reimbursement of funds to the payment account, the Bank shall notify the Payment Services User that the reimbursed funds are made available to it.

6. TERMS AND CONDITIONS FOR THE AMENDMENT AND TERMINATION OF FRAMEWORK AGREEMENT

6.1. Amendments to the Framework agreement

Any amendments to the Framework Agreement shall exclusively be executed in written form, except for the amendments in favour of the Client which shall be amended and immediately applied without prior written consent of the Client, in compliance with the regulations.

Should the Bank propose any amendment to the provisions to the Framework Agreement, it shall submit to the Client the proposal thereof in written form, no later than 2 (two) months prior to the proposed date of application thereof, and the Client may agree therewith before the proposed date of application thereof.

In the event that the Client has failed to inform the Bank of withholding consent, which right the Bank shall inform the Client of at the time of submitting the proposal, the Client shall be considered as having agreed with the amendment proposal of the Framework Agreement.

Concurrently with submitting the amendment proposal to the Framework Agreement, the Bank shall inform the Client of his right to terminate the Framework Agreement without paying fees and other expenses, before the beginning of application of amendments thereto, in the event that the Client has not accepted the proposal.

6.2. Termination of Framework Agreement

The Client is entitled at any moment to terminate the Framework Agreement with a 15 (fifteen) day notice period, without any fee, by submitting an Application form cancelling the BizMobi service in use.



The Client is entitled to terminate the Framework Agreement in other circumstances prescribed by the law governing contractual relations or other law.

The Bank is entitled to terminate the Framework Agreement by providing a 2 (two) month notice, and also under other circumstances as provided by the law governing contractual relations or other legal regulations, by submitting a notice in writing to the other contracting party.

In the event of termination of Framework Agreement, the Client shall only pay to the bank the fee for services provided before the date of termination, and in the event that the fee had been paid in advance, the Bank shall repay to the Client the proportional fee amount.

The Client may request that the provisions of the Framework Agreement contrary to the information provided in the pre-contract phase in compliance with the law, i.e. the provisions regarding the information on obligatory elements of the Framework Agreement, not previously submitted - be declared null and void.

The Bank may unilaterally terminate the Agreement concluded with the Client, if one of the following conditions for termination is met:

- the Client provides incorrect information, i.e. false statements and documents important for concluding this Framework Agreement and/or the assessment of Client's creditworthiness to the Bank;
 - the Client fails to meet any obligation under this Framework Agreement within 15 (fifteen) days of receiving a warning thereof from the Bank;
 - the Client is in default longer than 60 (sixty) days under any other agreement with the Bank;
 - if circumstance which could negatively affect client's ability to regularly perform its contractual obligations have occurred or are likely to occur, i.e. if the Client's creditworthiness including the Client's risk class deteriorates according to the NBS regulation on the classification of Bank's assets;
 - that the Client does not notify the Bank within three days of a change of status (joining, division, merger and separation), change of form or establishment of another legal entity from his property, and change of ownership structure, business name, headquarters, person authorized for representation, change of person authorized to dispose of funds from payment accounts, change the seal or any other change of importance for legal transactions.
 - circumstances arise, as laid down by regulations and procedures on the prevention of money laundering and terrorism financing and compliance with international sanctions against certain countries, under which the Bank is entitled or obliged to terminate its business relation with the Client, including, among other:
 - a) establishing that a Client is on official terrorist and other negativelists, in accordance with the domestic and international regulations on the prevention of moneylaundering and terrorism financing;
 - b) if, within a provided or reasonable time frame, a Client fails to submit data about itself, about itsreal owners, its business operations, origin of funds and nature/purpose of its business relationwith the Bank and/or transaction that is carried out through the Bank;
 - if a business relation significantly increases the risk to the Banks business (including, but not limited to, knowledge that the User of payment services-entrepreneur has committed a criminal offense, is engaged in dishonorable activities or his performances in public address are not in accordance with the principles of prohibition of discrimination, promotion of equality and respect for human and minority rights);
 - that the Client addresses the employees of the Bank and/or others present in the Bank's business premises with inappropriate vocabulary, tone or gestures, or if by actual actions he hinders the employees in their work and disrupts the Bank's business process (for example: refuses to leave the business premises, intentionally blocks access the counter, i.e., the advisory office, repeatedly executes a large number of transactions that have no economic logic (transfers the same or similar amount of money from one account to another account and back, etc.)
 - if a Client fails to meet its legal obligations to the Bank;
 - in the event that the service had not been used over a continuous period of 6 (six) months, for
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the Client as well as for Authorized persons individually, with the Client being able to subsequently request the reactivation of service by signing a new agreement, should he wish to use the service again;

- when the Client's account has been inactive over a continuous period of 12 (twelve) months in the sense that there have been no recorded deposits and withdrawals from the Account, with entries of interest, fees and expenses, and other entries following the Bank's order, not taken into consideration;
- in the event that the Bank fails to deliver the notice of termination/cancellation of agreement or request for information update by registered shipment to the most recent address provided by the Client, due to the Client failing to inform the bank of change in residential and/or mail address in a timely manner, with the date of first confirmation of attempted delivery of the notice/request from the Bank by the Postal service or another legal entity specialized for the delivery of registered shipment considered as the date of delivery;
- if it is not possible to charge the Client the fee for using the BizMobi service;
- in the event of termination of Framework Agreement on payment accounts and payment services.

7. INFORMATION ON CLIENT PROTECTION

7.1 Right to a complaint

The Client has the right to file a written complaint with the Bank within the period of 3 years from the day when his right or legal interest was violated, if he believes that the Bank failed to comply with the provisions of the Law and the other regulations governing these services, general operating term and conditions or good business practice relating to these services or obligations under the Framework Agreement concluded with the Client.

The Bank shall not charge the Client for the fee or any other expenses for acting on the complaint.

The complaint is submitted by mail to the address: Banca Intesa ad Beograd, Customer Satisfaction and Complaints Office, Milentija Popovića 7b, 11070 Novi Beograd, by e-mail to the e-mail address: kontakt@bancaintesa.rs, in the Bank's branches, via the Bank's website, as well as through the mobile banking application upon obtaining the technical conditions.

7.2 Right to a complaint to the National Bank of Serbia

If the Client is not satisfied with the response to the complaint or that response has not been provided within 15 days – the Client may, before initiation of court case, file a complaint to the National Bank of Serbia in written form, if he believes that the Bank fails to comply with provisions of the Law and other regulations which govern these services, general operating terms and conditions or good business customs related to these services or obligations under the Framework Agreement concluded with the Client.

The Client may file a complaint within six months from the date he has received a response or after expiration of the period for provision of response referred to in previous paragraph hereof.

The complaint is submitted via home page of the National Bank of Serbia's website, by clicking on the text *File a complaint against financial service provider/Mediation proposal* or by mail to the following address: National Bank of Serbia, Financial Services Consumer Protection Sector, 17 Nemanjina Str., 11000 Belgrade or ZIP code 712, 11000 Belgrade.

7.3 Out-of-court dispute settlement

If the Client is not satisfied with the response received or the response has not been submitted within the provided 15 day period, the dispute between the Client and the Bank may be settled in an out-of-court procedure – mediation procedure.



After the mediation procedure is initiated, the Client may no longer file a complaint, except if the mediation is finalized with suspension or withdrawal, and if the complaint has already been filed – the National Bank of Serbia will stop acting on the complaint, i.e. stop this procedure, if mediation is completed by agreement.

The period provided for filing the complaint does not flow during the mediation.

The mediation procedure shall be initiated at the proposal of a party to the dispute accepted by the other party. This proposal shall contain the period for its acceptance, which cannot be shorter than 5 days, nor longer than 15 days from the date the proposal has been submitted to the other party in the dispute.

Disputed parties may decide if the mediation procedure should be conducted before the National Bank of Serbia or other body or person authorized for mediation.

The mediation procedure is carried out by the National Bank of Serbia free of charge.

A proposal for mediation before the National Bank of Serbia is submitted via the home page of the National Bank of Serbia website, by clicking on the text *Complaint against financial service provider / Mediation proposal* or by mail to the address: National Bank of Serbia, ZIP code 712, 11000 Belgrade.

8. CONFIDENTIALITY AND PAYMENT OPERATIONS DATA PROTECTION

8.1. Data disposal

The Client expressly agrees, in accordance with the legal regulations, that the Bank is entitled to forward the data from the Framework Agreement, data on the Client and its related parties, documents comprising the Framework Agreement file, and other data considered a banking secret, and the data relating to the obligations under the Framework Agreement and the means of their settlement and compliance with the contractual provisions, to the central database of Intesa Sanpaolo Group, members of its bodies, shareholders, employees of the Bank, external auditors of the Bank, the Credit bureau of the Association of Serbian Banks, as well as other persons on a need-to-know basis, and third parties with which the Bank has concluded the agreement on data confidentiality, which are obligated, upon the termination of the contractual relations or after the confidential information has become unnecessary, immediately, i.e. upon the expiration of the deadline for storing, if such deadline has been provided by regulations or an internal act of the third party based on regulations, during which period of mandatory storage they shall fully comply with the current regulations on acting with confidential information and the provisions of this Framework Agreement, destroy or erase confidential information in such manner that they shall become untraceable and unreturnable and shall provide a written confirmation thereof.

The Bank has the right to use the data on the Client relating to the address, phone numbers, e-mail addresses and other data for establishing contact, which the Client presented to the Bank when signing this Framework Agreement, for the purpose of delivering notifications to the Client about its activities, products and services, in the form of leaflets, prospectuses, electronic messages, as well as all other means of business communication and business presentation.

8.2. Protection of personal data

By concluding the agreement with the bank, the Client confirms that the bank has informed them about processing of personal data, conditions of collecting and processing personal data that the bank obtained from them and/or other persons for the purposes of its regular operations and performance of legal and contractual obligations, in accordance with the law on personal data protection.

9. SERVICE OF NOTICES

9.1. Service of Notices to the Client by the Bank



The Bank serves to the Client notices, reports and other data and documentation related to the business relationship the client established or intends to establish with the Bank in writing to the address of client's registered offices, registered mailing address, i.e. by email, SMS messages or in any other appropriate manner which is in compliance with necessary requirements of providing complete and clear information, as well as the protection of confidentiality and secrecy of the data and the protection of personal data of the Payment Services User.

The Bank performs service of notices from paragraph 1 of this article in accordance with the order or consent of the Client and according to the latest data submitted.

Order or consent from the previous Paragraph hereof shall be given by the Client to the Bank directly in the Bank's premises, in written form, in verbal form through the Bank's Contact center, i.e. through the Bank's applications for electronic or mobile banking.

In the event that the Client fails to promptly notify the Bank about the change of data related to the address, telephone, e-mail address and other contact information that the Client has submitted to the Bank for the purpose of delivery, as well as other data that have or may have impact on proper delivery, the delivery made by the Bank in accordance with the available data shall be deemed to be proper, and any obligation of the Bank towards the Payment Service User arising out of or in connection with the delivery, shall be deemed fulfilled:

- a) at the date of submission of notices to the post office (for sending as registered shipment), i.e. to the company registered for delivery;
- b) at the date of service in any other way selected by the Bank in accordance with the Framework Agreement and data provided, as well as consent of the Client for service of notices.

If the serving of a document on the Client at the address for receiving mail, i.e. at the address of the Client seat if the Client does not have a registered address for receiving mail, via registered mail, in terms of an act governing postal services, was unsuccessful, it shall be considered that the serving of such mail was duly performed upon the expiration of a term of eight days of the day of the second mailing of that mail, on condition that at least 15 days have lapsed between those two mailings.

Pursuant to regulations, the General Terms and Conditions and nature and contents of acts being served the Bank decides on the type of service for each individual case: registered shipment with or without a receipt notice, sending via email, SMS or any other appropriate way.

The Bank may serve notices to the Client through third party, with which it concluded the agreement on performance of delivery, with agreed obligation of third party in terms of protection and confidentiality of client's personal data.

In order for completed delivery to be considered regular, the Bank and a person which in the name and on behalf of the Bank performs the delivery, shall provide proof that the shipment has been sent to the client, as well as ensure that such proof is kept for the necessary time period.

9.2. Service of Notices by the Client to the Bank

The Client serves notices to the address of Bank's registered office or its organizational units, in accordance with the Framework Agreement, advertisements published and advertising material, Bank's website and other instructions provided by the Bank to the Client in writing.

Depending on type of business, and in accordance with applicable regulations and agreement with the Client, the bank may request the Client to provide particular documents and notices to the Bank:

- a) in original form or photocopy, with or without certification of competent authority proving that the photocopy is true to the original;
- b) with translation to Serbian language, certified by authorized court interpreter (in case of documents and notices in foreign language);
- c) with the "APOSTILLE" certification or other legalization certificate, depending on the country of origin of submitted document (in case of a foreign document).

10. COMPETENT AUTHORITY FOR MONITORING THE BANK'S OPERATION

The competent authority for monitoring the operation of the Bank, as a provider of payment services, is:

National Bank of Serbia, Kralja Petra 12, Belgrade or Nemanjina 17, Belgrade.

11. ANTI- MONEY LAUNDERING AND TERRORISM FINANCING

The Bank is entitled to request information from the client required to perform its obligations related to anti-money laundering and terrorism financing.

The Bank is entitled to postpone or refuse establishment of business relationship with the client, to terminate such business relationship or postpone or refuse to execute transactions at the order or on behalf of the client if so provided by regulations on anti-money laundering and terrorism financing.

The Bank may temporarily block the possibility to use services and products without consent, entirely or partially, including carrying out transactions on client's orders, provided that the Client fails to submit, upon the Bank's request, within a provided or reasonable time frame, any data about itself, about its real owners, its business operations, origin of funds and purpose of its business relation with the Bank and/or transaction that is carried out through the Bank, the Bank not being liable for any damage incurred to the Client by failing to carry out transactions or denying the use of a product or service.

12. ENTRY INTO FORCE

The GTC for the BizMobi service comes into force on the day of its adoption, and is applied after 15 days from the date of its expiration in the Bank's business premises where it offers services to Clients, i.e. on the Bank's website.

President of the Board of Directors

Draginja Đurić