

**MIRABANK A.D.****GENERAL TERMS AND CONDITIONS WHICH APPLY TO OPERATIONS INVOLVING AGRICULTURAL HOUSEHOLDS****I. INTRODUCTORY PROVISIONS**

General Terms and Conditions which apply to Agricultural Households (hereinafter: General Terms and Conditions) Mirabank a.d. (hereinafter: the Bank) apply to the establishment and amendment of the business relationship, rights, obligations and responsibilities of the Bank and the client, communication between the Bank and the client, conditions for approval of loan products for Agricultural Households, bank secrecy, personal data protection, the protection of clients' rights and interests, termination of the business relationship and all other issues relevant to operations with Agricultural Households.

The Bank's clients in terms of these General Terms and Conditions are Agricultural Households, as holders or members of the family agricultural households in terms of the Law governing agriculture and rural development, who use the Bank's services, have used them or intend to use them to improve agricultural operations, agricultural financing production, for the procurement of materials for sowing or some other need related to the performance of agricultural activities (hereinafter: the Client). The General Terms and Conditions are not related and are not applicable to entrepreneurs.

The Bank is obliged to ensure that a copy of the General Terms and Conditions is published visibly within its business premises in both the Serbian, as well as online, on the Bank's webpage located at [www.mirabankserbia.com](http://www.mirabankserbia.com) so that Clients may become familiar with the contents of said.

The Bank shall apply the General Terms and Conditions to the relationship between the Bank and the Client which is the result of a signed agreement between the Bank and the Client, application forms or other documentation signed by the Client in accordance with the Bank's acts, as well as other forms of collaboration between the Bank and the Client which have been formed in accordance with applicable laws and the Bank's acts and without the conclusion of a separate agreement, in written form.

An integral part of these General Terms and Conditions is the Review of the Tariff of Fees for Services of the Bank to Private Individuals, which is determined in accordance with the Decision of the Board of Directors of the Bank on Tariff of Fees of the Bank.

For the purpose of interpreting the provisions of the Framework Agreement and other agreements concluded by the Bank with clients, the term Tariff of Fees has the same meaning as the term Pricelist.

**II. BUSINESS RELATIONSHIP**

## **1. Establishment of the Business Relationship**

The business relationship between the Client and the Bank is established on the basis of a written agreement or through a written request or application form, or other document without the conclusion of a separate agreement, in accordance with applicable regulations and the Bank's acts, in such a manner that is understood to have the consent of both parties regarding mutual rights and obligations (hereinafter: the Agreement).

A business relationship may also be established by concluding a distance agreement denoting an agreement by which the Bank undertakes to provide financial services that are the subject of the Agreement to the Client, in connection with which, the provision of information and other activities in the pre-contractual phase are executed by using of one or more means of distance communication, within the organized offer of providing these services.

In case of concluding a distance agreement, the provisions between the regulations governing the protection of financial services users in distance contracting shall apply to the relationship between the Bank and the Client, in the part not regulated by the provisions of these General Terms and Conditions or which is regulated in a different manner.

## **2. Notifying the Client during the Pre-agreement Phase**

The Bank is obliged to present information and suitable explanation regarding the terms of the Agreement, in accordance with applicable regulations governing the protection of financial service users, to the Client, who has demonstrated an interest regarding the conditions of the Agreement (the offer), in such a manner that will allow the Client to compare various offers from other suppliers of the same services. The Bank is obliged to provide the Client with an offer of services in RSD, unless the Client has requested that the offer is provided in the RSD equivalent of a foreign currency, i.e. in a foreign currency, in accordance with the provisions which govern foreign currency exchange. The Bank is obliged to provide the Client with a written statement of the risks they are assuming when the service is provided in the RSD equivalent of a foreign currency, i.e. in a foreign currency.

The Bank is obliged to provide the Client with the said information in a manner that will not at any time mislead the Client regarding the conditions related to the provision of the Bank's services. The Bank shall provide the Client with the relevant information on paper and / or other durable medium and / or by delivering a draft framework Agreement containing the necessary information.

The Bank will inform the Client who intends to conclude Agreement that, at its request, the client can receive free of charge the text of the draft of that Agreement - as a proposal for its conclusion.

Before concluding a loan Agreement, the Bank is obliged to submit the offer, i.e. information and draft of this Agreement to the person who intends to provide collateral (guarantee, bill

of exchange, administrative ban, etc.), except for loans where the borrower is also the owner of the property that is the subject of the collateral, i.e. the mortgage or will become the owner of that property on the basis of the purchase and sale transaction for the realization of which the funds of that loan would be approved.

### **3. Notifying the Client during the Contractual Relationship**

The Client has the right to receive from the Bank, in writing or on another durable medium, free of charge information, data and instructions related to his contractual relationship with the Bank, in the manner and within the deadlines specified in the contract.

If during the relationship there is a need to change one of the mandatory elements of the Agreement, defined by the relevant regulation, the Bank is obliged to obtain prior written consent of the Client, before applying the change, and if the Client does not agree with the proposed change, the Bank cannot unilaterally amend the mandatory element of the Agreement.

In cases where the fixed interest rate amount, i.e. the fixed interest rate and other costs are changed in favour of the Client, in accordance with the provisions which govern the protection of financial service users, these changes may be implemented immediately and without the Client's consent. In this case, the Bank is obliged to notify the Client regarding said changes immediately, in written form or through another durable medium and to include in the notification a date from which the changes are to come into force.

If the Bank have intention to change any other element of the Agreement, which does not have the status of a mandatory element of the Agreement, which are defined by the relevant regulation, the Bank has the right to change these elements, provided that the Client has been notified in advance. The Bank shall be deemed to have promptly notified the Client of the change, by submitting a notification to the address previously reported by the Client to the Bank, to an e-mail address, by SMS or in any other manner provided by the General Terms and Conditions for communication between the Bank and the Client.

The Bank will provide the Clients with a six-month notice on the balance of debt on the basis of concluded loan agreements, as well as upon the Client's request, when the notice will be charged according to the valid Tariff of fees for natural persons.

In the period for which the Agreement is concluded, the Client has the right to receive a copy of the loan repayment plan free of charge, in case of change of the loan repayment plan, or once a year if the loan repayment plan has not changed.

### **III. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE BANK**

The Bank has the discretionary right to freely choose Clients with whom it shall enter into a business relationship. This right is based on the assessments of the competent units of the

Bank and the Decisions made by their bodies, in accordance with the Bank's procedures, which includes the discretionary right to reject the conclusion of an agreement. In this case, the Bank is not required to provide said Client with an explanation of the reasons for said rejection.

Before concluding the loan agreement, the Bank is obliged to assess the creditworthiness of the Client on the basis of the data provided by the Client and to inspect the database on the indebtedness of the user on the basis of his signed consent. If the loan application is rejected on the basis of insight into the specified database, the Bank is obliged to immediately inform the Client in writing about the data from that database free of charge.

If the contracting parties agree to increase the credit indebtedness of the Client - the Bank is obliged to reassess the creditworthiness of that Client.

Unless expressly agreed otherwise, in written form, or prescribed by a corresponding regulation, the Bank shall not assume obligations and responsibilities other than those regulated by the General Terms and Conditions.

The Bank shall not be liable for damages in the following situations:

- if damages were the result of force majeure, war, a declared state of emergency, strike or due to any other circumstances under which the Bank had no influence;
- if damages were the result of actions taken by competent governmental bodies both domestic and foreign, or were the result of a disruption of the Bank's operations, which the Bank was unable to foresee, prevent or avoid;
- if damages were the result of a business decision made by the Client on the basis of verbal or written communication with the Bank;
- for all direct, consequential, unforeseeable, special or indirect losses or other damages sustained by the Client, due to the activities of a third party hired by the Bank;
- for all direct, consequential, unforeseeable, special or indirect losses or other damages sustained by a third party in relation to the Client, and due to any activities conducted by the Bank;
- if damages were the result of non-compliance with laws and by-laws on behalf of the Client;
- if damages were the result of the total or partial suspension of operations by the Bank, for valid reason, or the Bank limited its operations to certain days only or to a certain period of time.

The Bank is not obliged to verify the accuracy, completeness or validity of documents, be they domestic or foreign, sent to the Bank or within the Bank's possession, and those documents which are related to nomination or appointment of the authorised individuals, guardianship, trustees and recipients.

The Bank reserves the right to begin the execution of its obligations regarding transactions concluded with Clients on the first business day, should said fall on a non-business day or day when the Bank is closed for business.

For the purpose of collecting due receivables, the Bank may automatically, without requesting special permission from the Client, collect the amount from all of the payment accounts the Client has at the Bank, transfer the unpaid amount to the Bank's account, as well as to potentially activate any collateral provided to the Bank.

The Bank is authorised to utilise the funds available on the Client's account, without their specific written consent or order in the process of forced collection, for payments under a court order or the decision of other state authorities, as well as other cases envisaged by applicable regulations.

The Bank calculates a default interest in accordance with applicable regulations on all past due receivables, from the moment of maturity, and if the agreed interest rate exceeds the default interest rate, the Bank has the right to apply the agreed interest rate on the amount in default, in accordance with applicable regulations.

The Bank has the right to block the use of services and/or products, partially or in full, without Client consent, in accordance with applicable regulations governing the prevention of money laundering, the financing of terrorism and the like, as well as due to other justified reasons or in accordance with other applicable regulations and decisions of the competent authorities, including, but not limited, to cases of abuse of account and/or other banking products.

The Bank reserves the right to enter into a business relationship with the Client regarding the Bank's products under conditions other than those specified in the General Terms and Conditions, the Tariff of Fees and/or other general acts of the Bank.

The Client agrees that the Bank may at any time during the contractual relationship, as well as on the occasion of automatic renewal of the agreement, seek out reports on the creditworthiness of the Client from the Credit Bureau, in which case the Client bears the cost of obtaining said reports.

In its business relationship with the Client, the Bank is required to act with due care, in accordance with applicable regulations, the Bank's acts and good business practices implementing good business practices and fair relations, and to notify the Client regarding the products and services it provides in a comprehensible manner, i.e. information is accurate and is not presented such the Client may generate the wrong idea regarding the conditions under which said products and services are to be used.

The Bank notifies the Client that the occurrence of events such as floods, fires, earthquakes, natural disasters, acts of terrorism, vandalism, threats, demonstrations, sabotages, wars, long periods of power outage, telecommunication issues, and any such other similar event over

which the Bank has no control, may lead to temporary disruptions in the provision of services and the Bank's ability to perform activities in any area of its operations. Should such events occur, the Bank hereby notifies the Client that in such situations the Bank's internal act shall apply, said internal act relating to business continuity and disaster recovery, and that the Bank shall undertake all necessary steps to re-establish regular operations as soon as possible.

#### **IV. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT**

The Client has the right to request all relevant information from the Bank and to receive appropriate explanations and instructions concerning the implementation of the General Terms and Conditions pertaining to a specific financial service, as well as to request said conditions be delivered to the Client without delay, in written form or through another durable medium. If the Client requests said data to be submitted, the Client is obliged to submit said request to the Bank, in written form.

The Client who intends to conclude an agreement with the Bank may receive a draft version of said agreement by written request, and free of charge from the Bank.

The Client has the right to request that the Bank provide all information, data and instructions concerning its business relationship with the Bank, in written form or through another durable medium. The Bank has the right to collect a fee for the submission of information, data and instructions to the Client regarding its contractual relationship with the Bank, except in cases when corresponding regulations prescribe that said notices are to be provided free of charge.

For the purpose of establishing a business relationship or identification, the Client is obliged to submit to the Bank all the necessary documentation prescribed by applicable regulations and acts of the Bank. The Client is obliged to present the officer of the Bank with a valid ID card or passport. The Bank reserves the discretionary right to request additional documentation or to accept an alternate piece of valid identification which, according to applicable regulations and/or acts of the Bank, may be used to verify the identity of the Client and other circumstances of significance to establishing a business relationship.

The Client is obliged, without delay and no later than within 3 days after the change has occurred, should applicable regulations fail to prescribe an alternate deadline, to notify the Bank regarding any and all changes to their first and/or surname, resident status, address/residence, e-mail address, telephone number and other changes of importance to mutual communication, as well as any changes in other elements significant to the timely execution of their obligations towards the Bank, such as changing jobs, job loss, a decrease or loss of income and the like. Should the Client fail to act as specified in this paragraph, the Client shall be liable for any resulting damage to both the Bank and the Client.

The documents and notifications submitted by the Client to the Bank, depending on the nature of the business between the Client and the Bank, the Bank's acts and concluded

agreement, at the request of the Bank, shall be submitted in their original form or in the form of a copy, with or without certification by competent authorities confirming that the copy is identical to the original, and may also include a certified translation into the Serbian language completed by a certified court sworn interpreter if the documents are written in a foreign language, and in cases where the document has been issued abroad, it must be certified by an apostille or another form of legalisation, depending on country of issue. Client's documentation submitted to the Bank that must undergo certification by a competent authority or must be issued by a competent authority at the Client's request, may not be older than the deadline identified by corresponding regulations and/or internal acts of the Bank.

In cases where tax incentives are used in accordance with the Avoidance of Double Taxation Agreement, the Client (non-resident) is required to provide the Bank with evidence that the Client is the beneficial owner of the income (formal owner of revenues) generated in the Republic of Serbia and must submit to the Bank confirmation of their residency status once per year, issued by the country with which the Republic of Serbia has concluded an Avoidance of Double Taxation Agreement, in accordance with the taxation regulations of the Republic of Serbia, and this confirmation may be submitted on a form which is acceptable to competent bodies of the Republic of Serbia.

The Client is responsible for the costs or losses that may arise as a consequence of forgery, fraud, incompleteness, legal invalidity, as well as of the incorrect interpretation or translation of documents submitted to the Bank. The Client is liable for any losses that may arise from the fact that the Bank was not made aware of any defects in the legal or business capacity of the Client or authorised persons of the Client, as well as of their level of authorisation. When submitting orders to the Bank, the Client's orders must be clear and unambiguous, given in written form or other agreed upon form, in accordance with current legislation and acts of the Bank.

The Bank does not assume responsibility nor can it be held liable for the authenticity, validity or completeness of received documents, nor of correct interpretation and translation.

## **V. COMMUNICATION BETWEEN THE BANK AND THE CLIENT**

Communication between the Client and the Bank shall be in verbal and written form (through information and marketing materials available at the business premises of the Bank, through internet presentation, by phone, e-mail, SMS messaging, through direct verbal and written communication, as well as through other electronic forms of communication, including, but not limited to, mass media advertising). The listed modes of communication enable the Client to have access to information, whereby the Bank shall provide necessary information in written form or through another durable medium, when explicitly defined by relevant regulations. Remote communication means any means that can be used for direct advertising, delivery of information in the pre-contractual phase, giving and / or accepting an offer, negotiating and concluding a contract without the simultaneous physical presence of the service provider and user (e.g. internet, e-mail, mail, fax and telephone).

The Bank shall deliver documents, memos, notices, warnings and the like to the Client's address indicated in the Specific Business Relationship Agreement concluded between the Bank and the Client or to the address specified in the request, application form or other document based on which the business relationship between the Bank and the Client has been established or in case of a change of address during the business relationship, to the address subsequently submitted to the Bank by the Client. Delivery shall be in written form or sent to the Client's e-mail address. In cases where the above mentioned documents are sent by mail, they shall be considered delivered to the Client as of the dispatch date. If correspondence is conducted via e-mail or SMS, it is considered received by the Client at the moment it is sent by the Bank.

Written information may also be delivered to the Client directly within the Bank's premises.

Specific types of documents (including, but not limited to various notifications sent by the Bank to its Clients, account statements, reports and the like), may be issued by the Bank without a signature or stamp but including a note specifying that the document is valid without signature and stamp.

If the Client does not inform the Bank regarding a change of address/residence in a timely manner, as well as regarding any change of data which has or may have an impact on the timely delivery of letters and other notifications addressed to the Client on the basis of information provided by the Client, said correspondence shall be deemed duly delivered if sent to the provided address, or in the form of a message sent through other channels of communication using the contact information provided in the agreement. The Bank has the right to use information regarding the Client pertaining to address, telephone numbers, e-mail address and other information used to establish contact, where such information was submitted by the Client to the Bank when signing the agreement i.e. the application form and/or other adequate documentation on which the business relationship is based, to deliver notifications regarding its activities, products and services, in the form of brochures, leaflets, electronic or text messages, as well as all other means of business communication and business presentation. The Bank shall not be liable for unauthorised access to information and message content by third parties, sent to the Client by phone or to the address and/or e-mail address or through other adequate means of communication that were specified as contact details of the Client during the establishment of the business relationship.

## **VI. BANK SECRECY AND PERSONAL DATA PROTECTION**

Bank secrecy is the business secret the Bank is obliged to keep, whenever prescribed and in the manner defined by applicable regulations.

Bank secrecy is considered to be the following:



- information known to the Bank relating to personal data, financial status and transactions of the Client, as well as to persons who have ownership relationships with the Client, as well as to all persons connected with the Client, or the Client's business ties with the Bank or with other banks;
- balance and activity on individual deposit accounts;
- other data the Bank becomes privy to throughout the relationship with the Client.

Bank secrecy does not imply the following:

- public data and data which have been made justifiably available to interested parties through other sources;
- consolidated data which do not reveal the individual Client's identity;
- data concerning shareholders, i.e. what their individual hold is in the total share capital of the Bank, as well as data concerning other person's holdings in the Bank and data regarding these stakes, regardless of whether said persons are Clients of the Bank;
- data regarding the Client's timeliness in fulfilling their obligations towards the Bank.

The Bank and its employees, members of the Bank's bodies, shareholders, as well as its external auditor and other persons who, due to the nature of their work, have access to confidential data belonging to the Bank, are obliged to keep such data confidential and not to disclose said data to third parties, or to use said data in opposition to the interests of the Bank and its Clients, or in any manner that may result in material gain for them or third parties, nor are they to allow third parties to access said data. The obligation of the persons mentioned in the paragraph above to keep trade secrets does not cease even after the status on which basis they gained access to the data mentioned in said paragraph is terminated.

The Bank is not obliged to maintain Bank Secrecy if data is disclosed to: judicial and executive authorities, tax administration, the ministry responsible for internal affairs, bodies authorised to combat organised crime and to prevent money laundering, as well as other bodies and organisations, in accordance with authorisation prescribed by law and other regulations, as well as to associations established by the Bank for the purpose of data collection regarding the amount, type and timeliness of the fulfilment of the obligations of the Bank's Clients.

During the establishment of a business relationship with the Bank, the Client grants consent to the Bank to collect and process data interpreted as banking secret and personal data and particularly sensitive personal data and may be collected and processed in accordance with applicable regulations; for the purpose of establishing a business relationship, fulfilling obligations envisaged by valid regulations and/or the agreement, providing services or mediation in the provision of services, implementing and providing administration services for products and services, collecting receivables and protecting the Bank against any violations of its rights, to the extent necessary for the achievement of said purposes and may deliver data resulting from the business relationship which is to be established to members of the bodies of the Bank, the Bank's shareholders, related parties of the Bank, the National

Bank of Serbia, the Credit Bureau, external auditors, the Prevention of Abuse in Loan Operations Forum, i.e. the Prevention of the Abuse of Payment Cards with the Serbian Chamber of Commerce, the Prevention of Money Laundering Directorate, proxies for the collection of receivables, persons and bodies the Bank is obliged to submit such data to in accordance with applicable regulations, third parties with whom the Bank has concluded business cooperation agreements and/or confidentiality agreements necessary for the establishment of business relationships or regarding the business relationship being established between the Bank and the Client.

The Bank may process personal data from the previous paragraph by storing said in electronic form, printed hardcopies, scanned documents, and in any other manner customary to the Bank's business operations. The personal data from the previous paragraph may be used by employees of the Bank, for the above specified purposes, as well as the employees of other entities and/or institutions to whom the Bank delivers the data in accordance with applicable regulations, contractual obligations or based on their consent. The Bank may process data for the duration of the business relationship, as well as after the termination of said relationship. The Bank may use the data for the purpose of market and customer satisfaction analysis, as well as for advertising and offering the Bank's products and services, where the Client has the option to request that the Bank not contact the Client for the purpose of advertising, promoting new products, promoting products offered by the Bank and the like, by informing the Bank via a written notice.

The Client has the right to be informed regarding data held by the Bank which pertains to the Client, and also has the right to review said data, seek a copy of data pertaining to the Client, seek correction, supplement, updating, as well as deletion and temporary suspension of data processing, in accordance with the Law on Personal Data Protection.

The Client has the right to withdraw previously granted consent to data processing. Should the Client decide to withdraw consent, the Client is obliged to send a notice to the Bank regarding said, in written form or a transcript of a verbal statement, and to compensate the Bank for all justified costs and damage which may be suffered by the Bank. After the receipt of the Client's notice regarding the withdrawal of the previously granted consent, the Bank is obliged to said Client data in the manner defined by applicable regulations.

The Client agrees and states that, based on the agreement concluded between the Client and the Bank and/or the request for the establishment of a business relationship, as well as based on the provisions of the Bank's General Terms and Conditions, which form an integral part of any agreement concluded between the Client and the Bank, the Bank may process and perform other activities defined and envisaged by the General Terms and Conditions. The consent and statement given in the above specified manner represent legal grounds for the Bank to collect and process the Client's personal data, in accordance with the provisions of applicable regulations which regulate personal data protection.

The Bank collects and processes personal data within a database which the Bank creates and uses to perform its activities.

Personal Data Protection is provided by the Bank to every individual, regardless of citizenship, place of residence, race, age, gender, language, religious beliefs, political or other beliefs, nationality, social background, assets, birth, education, social status or other characteristics.

The Bank shall responsibly and properly fulfil its prescribed obligations arising from the laws governing personal data protection.

## **VII. MONEY LAUNDERING AND TERRORIST FINANCING PREVENTION**

The Bank has the right to request from the Client information necessary for the performance of prescribed obligations pertaining to the prevention of money laundering and terrorist financing.

The Bank has the right to postpone or reject the establishment of a business relationship with the Client, to terminate an existing business relationship or postpone or refuse the execution of transaction orders or transactions via the Client's account, if it determines that money laundering and terrorist financing prevention regulations so dictate.

The Bank shall not open, keep accounts and execute transactions on the order of, or on behalf of persons who are named on the sanctions and embargoes lists, adopted in accordance with local and international regulations, relating to money laundering and terrorist financing prevention. In addition to the above specified, in its business operations the Bank may also apply other internal and watch lists created for the purpose of mitigating ML/TF risk.

## **VIII. PROTECTING THE RIGHTS AND INTERESTS OF THE CLIENT**

### **1. Complaints**

In the context of this clause of the General Terms and Conditions, the Client also implies the provider of collateral and has the right to file a complaint with the Bank, in written form if the Client believes that the Bank has failed to comply with the laws and regulations which govern financial services, the General Terms and Conditions or good business practices which relate to the services or obligations stipulated in the concluded agreement with the Client. The Client is under the obligation to submit their complaint to the Bank in written form, no later than within 3 (three) years from the day when the violation of the rights or legal interests of the Client had taken place, to the address of Mirabank a.d., ulica Španskih boraca broj 1, Beograd (*in English: No. 1 Španskih boraca Street, Belgrade*) or in written form directly to an officer of the Bank at the Bank's business premises, to the Bank's e-mail address; [prigovori@mirabankserbia.com](mailto:prigovori@mirabankserbia.com) as well as through the Bank's website; [www.mirabankserbia.com](http://www.mirabankserbia.com). Complaints not submitted in the above specified manner shall not be taken into consideration and the Bank shall not be held accountable to respond to said

complaints. The Bank is under obligation to respond to the complaint in a clear and comprehensive manner no later than within 15 days from the receipt of said complaint, and in said response to inform the Client of their right to file a complaint with the National Bank of Serbia in accordance with applicable regulations. Exceptionally, if the Bank is unable to provide a response within the deadline of 15 days for any reason, the deadline may be extended by an additional 15 days, whereby the Bank is under obligation to notify the complainant, in written form regarding the situation within a period of 15 days from the date of receipt of the complaint.

## **2. Appeal**

If the Client is not satisfied with the response received from the Bank, or if the Bank failed to respond to the complaint within 15 days from the receipt of the complaint, under exceptional circumstances within the extended period of another 15 days, in a clear and comprehensive manner, the Client has the right to file a complaint, prior to filing a lawsuit, and no later than a deadline of 6 (six) months from the receipt of Bank's response or the expiry of said deadlines to respond to the complaint, to the National Bank of Serbia, in written form, by sending it to the following address: The National Bank of Serbia, Centre for the Protection and Education of Financial Services Users, Poštanski fah 712 (*in English: P.O. Box 712*) or via e-mail at [zastita.korisnika@nbs.rs](mailto:zastita.korisnika@nbs.rs)

## **3. Out-of-court Settlements**

In cases where the Client is not satisfied with the received response to the complaint or if said response was not provided to the Client within the prescribed deadline, the disputable relationship between the Bank and the Client may be settled in an extrajudicial proceeding - mediation proceeding. The Client may submit a proposal for mediation aiming to achieve an out-of-court settlement of the disputable relationship, where a proposal of this kind may also be submitted by the Bank. This proposal must also contain a deadline for acceptance, which may not be shorter than 5 (five) days from the proposal date. After the initiation of mediation proceedings, the Client may no longer lodge a complaint, except in case such mediation has ended in suspension or abandonment, and, if a complaint has already been lodged, the National Bank of Serbia shall suspend its actions in response to the complaint and/or discontinue said actions if mediation ended in a settlement. The deadline for the submission of a complaint is halted during the mediation proceeding.

The Bank and the Client may decide to conduct the mediation proceeding before the National Bank of Serbia or another body or person authorised to perform mediation activities, where the mediation proceeding is free of charge before the National Bank of Serbia.

The mediation proceeding is finalised by an agreement of the parties, suspension or withdrawal.

## **4. Right to Judicial Protection**

The initiation and course of the mediation proceeding between the Bank and the Client does not exclude or affect the right of the Client to seek out judicial protection in accordance with applicable regulations.

## **IX. PAYMENT SERVICES**

The provisions of the General Terms and Conditions of the Bank for Private Individuals shall apply to the relationship between the Bank and the Client in relation to payment services.

## **X. DEPOSITS**

The provisions of the General Terms and Conditions of the Bank for Private Individuals shall apply to the relationship between the Bank and the Client in relation to deposit services.

## **XI. LOANS**

### **1. Establishment and change of the contractual relationship**

The business relationship between the Bank and the Client related to the Bank's credit products is established by concluding a contract in writing or in another appropriate form, which is prescribed by the Bank's internal acts, and with which the contracting parties have agreed.

If during the contractual relationship there is a need to change one of the mandatory elements of the contract, defined by the relevant regulation, the Bank is obliged to obtain prior written consent of the Client, before applying the change, and if the Client does not agree with the proposed change, the Bank cannot unilaterally amend the mandatory element of the contract.

In the event that the amount of the fixed interest rate, ie the amount of fees and other costs are changed in favor of the Client, in accordance with the regulations governing the protection of users of financial services, these changes may be applied immediately and without his prior consent. In that case, the Bank is obliged to notify the Client of these changes without delay in writing or on another durable medium and to state in that notice the date from which these changes apply.

The Bank is obliged to timely inform the Client in an agreed manner about the change of data that are not defined by the regulations governing the protection of users of financial services as mandatory elements of the relevant agreement.

The Bank shall be deemed to have notified the Client of the change in a timely manner by sending a notice to the address previously reported by the Client to the Bank, to an e-mail

address, by SMS or in any other way provided by the General Terms and Conditions and contracts governing communication between the Bank and the Client.

If the Bank wishes to change any other element of the contract, which does not have the status of a mandatory element of the contract, which are defined by the relevant regulation, the Bank has the right to change these elements, provided that the Client has been notified in advance. The Bank shall be deemed to have promptly notified the Client of the change, by submitting a notification to the address previously reported by the Client to the Bank, to an e-mail address, by SMS or in any other manner provided by the General Terms and Conditions for communication between the Bank and the Client.

The Bank will provide the Clients with a six-month notice on the balance of debt on the basis of concluded loan agreements, as well as upon the Client's request, when the notice will be charged according to the valid Tariff of fees for private individuals.

In the period for which the contract is concluded, the Client has the right to receive a copy of the loan repayment plan free of charge, in case of change of the repayment plan, or once a year if the repayment plan has not changed.

## **2. Types of loans**

The Bank may grant earmarked and non-earmarked, short-term and long-term, indexed and non-indexed loans to agricultural households.

## **3. Minimum and maximum loan amount to be approved**

The minimum and maximum amount of credit granted to the client depends on the type of loan, creditworthiness and needs of the Client.

## **4. Currency in which the loan is reported / approved or indexed, the exchange rate applied and exchange rate adjustment periods**

The Bank grants dinar loans to clients, but may also offer loans that can be indexed in EUR.

When disbursing and repaying loans, the Bank applies the middle exchange rate of the National Bank of Serbia.

## **5. Types of nominal interest rates**

Depending on the type, maturity and amount of loans, the Bank approves loans to agricultural households with a fixed or variable interest rate. The variable interest rate is related to the change in the value of the reference interest rate which is its integral part. The interest rate related to the reference interest rate consists of a reference interest rate and a fixed margin.

## **6. Range of annual nominal interest rates**

The amount of nominal interest rates depends on the type, maturity and purpose of the loan product and on whether it is an indexed loan or a dinar loan.

An integral part of these General Terms and Conditions is the Review of interest rates on loans to agricultural households, which is determined by the Decision of the Board of Directors of the Bank on interest rates.

## **7. Criteria for changing the interest rate**

The Bank adjusts the nominal annual interest rate, which is agreed as variable, with the movement of the reference interest rate depending on the type of loan.

Adjustment to changes in the value of reference interest rates relating to a period of six months is made semi-annually. The newly determined rate is valid until the expiration of the semi-annual interest period to which it refers.

The exception to the rule described in the previous paragraph is loans disbursed between two regular adjustments, for which the value of the reference interest rate is initially determined in the amount that was valid on the day of concluding the contract. This value is valid until the next moment of adjusting the amount of the reference interest rate, which is done in the manner defined in the previous paragraph.

Adjustment to changes in the value of the reference interest rate determined for a period of three months is done quarterly and is valid for the next three months.

The exception to the rule described in the previous paragraph is loans disbursed between two regular adjustments, for which the value of the reference interest rate is initially determined in the amount that was valid on the day of concluding the contract. This value is valid until the next moment of adjusting the amount of the reference interest rate, which is done in the manner defined in the previous paragraph.

On the day of concluding an individual contract with the client, the Bank will apply the value of the agreed reference interest rate that is valid at the time of concluding the contract.

In case the Bank enters into an agreement with competent institutions or state bodies on the basis of subsidized or other loans, the formation of the interest rate will be regulated by special agreements between the Bank and those institutions, ie state bodies and / or special regulations and / or other acts.

## **8. Method of interest calculation**

Interest on loans is calculated at the nominal interest rate on the outstanding principal amount.

The Bank applies the proportional method of interest calculation for all types of loans.

#### **9. The amount of interest rates in case of late client**

In the event of a client's delay, the Bank applies statutory default interest. If the agreed interest rate is higher than the default interest rate, it continues after the Borrower falls into arrears.

#### **10. Types and amounts, ie the range of all fees and other costs that are included in the calculation of the effective interest rate and which are borne by the client**

In the calculation of the effective interest rate, in addition to the nominal interest rate, loan amount and repayment period, the Bank, in accordance with the bylaws of the National Bank of Serbia, includes the following fees and costs related to client, in accordance with the Agreement:

- costs of obtaining the report of the Credit Bureau of the Association of Serbian Banks, which are defined by the price list issued by the Credit Bureau of the Association of Serbian Banks,
- costs of assessing the value of the collateral that serves as ensuring the orderly settlement of obligations under the Agreement on a specific loan product,
- costs of obtaining an excerpt from the relevant real estate register or the pledge register on movable property and rights,
- costs and fees for the realization of the pledge in connection with the collateral,
- costs of insuring real estate that is collateral for fulfillment of obligations under the Agreement on a specific loan product, from fire, additional risk of water spillage from installations and other risks (lightning, explosion, storm, hail, etc.), and the client undertakes to submit proof of payment of the insurance premium in accordance with the policy, that the insurance policy is encumbered in favor of the Bank, that the insurance premium is paid regularly for the entire validity of this contract and duly submit proof to the Bank,
- costs of insurance of movable properties which is the subject of ensuring the regularity of fulfillment of obligations assumed by the contract on a specific credit product,
- costs of opening and maintaining a payment account,
- loan processing fee,
- costs of the client's bills of exchange.

Other costs that are not included in the calculation of the effective interest rate, but are borne by the client, the type and amount of all fees and other costs are given in the Tariffs of fees for individuals.

#### **11. Types of collateral and the possibility of their replacement during the loan repayment period, as well as the costs that the client may have on these grounds**

On behalf of securing loans and other credit products, the Bank accepts:



- joint and several guarantee of a natural or legal person,
- own blank bills of exchange of the client and the guarantor,
- administrative ban on the client and the guarantor,
- authorization for collection of the client and guarantor,
- pledge on movables, shares, stakes and rights,
- real estate pledge,
- earmarked deposit funds,
- bank guarantee issued by a first-class bank,
- pledge to the bank (gold or jewelry with a certificate from an authorized appraiser or other valuables that can be stored in the bank safe),
- old foreign currency savings bonds,
- insurance of the subject of the pledge,
- credit insurance,
- other security instruments depending on the nature of the specific business and applicable regulations.

The Bank reserves the right to change or add the types of collateral that it accepts as appropriate when approving credit products to customers and restructuring customer debts during loan repayment. The Bank may, based on the assessment of the client's creditworthiness, for the entire duration of the Agreement on a specific credit product, request additional collateral, which are not listed in this Article, in accordance with the decision of the Credit Committee of the Bank.

During the term of the loan, the Client may submit a request for replacement of collateral, and the Bank will, in accordance with the decision of the Credit Committee, analyze the offered collateral and make a decision on accepting or not accepting it. The service of each change in collateral is charged by the Bank once according to the valid Fee Tariff.

## **12. Conditions for early loan repayment and amount of costs**

The Client may make early repayment of the entire loan amount or its part, provided that he submits a written request to the Bank.

On the day of early repayment, in addition to the principal, the Client is obliged to pay the Bank due and unpaid interest on the owed principal as of the day of early repayment.

The Bank may agree on a fee for early repayment of the loan under the conditions specified by the Law on Protection of Users of Financial Services. If agreed, the fee for early repayment is charged in accordance with the Tariff of fees for the Bank's services to individuals.

## **13. Conditions for withdrawal from the concluded loan agreement**

The client can withdraw from the concluded loan agreement, within 14 days from the day of concluding the agreement, without stating the reasons for withdrawal. If the loan agreement is secured by a mortgage, as in the case of the contract whose subject is the purchase or financing of the purchase of real estate, the client may withdraw from the contract provided that the Client has not started using the loan or financing.

The Client is obliged and undertakes to notify the Bank of its intention to withdraw from the contract, and before the expiration of the specified period, in a manner confirming receipt of this notice, whereby the date of receipt of this notice is considered the date of withdrawal from the contract form or on another durable medium.

The client who is the borrower is obliged to immediately, and no later than within 30 days from the sending of the notification, return to the Bank the principal and interest from the basic transaction during the use of the given product.

The Bank is entitled to the stated fees and costs incurred by the competent authorities, as well as to the reimbursement of actual costs incurred in concluding the contract, provided that the Client will be informed of the actual costs before concluding the loan agreement.

#### **14. Conditions for activating collateral and consequences of non-payment of obligations**

The Client is obliged to return the amount of the approved loan with interest and possible ancillary receivables to the Bank in full, in monthly amounts and within the deadlines specified in the contract and / or in the current loan repayment plan which is an integral part and essential element of the Agreement makes for a specific loan product. If the client does not repay the loan in accordance with the repayment plan and if it does not comply with any provision of the specific agreement and the provisions of the General Terms and Conditions, the Bank has the right to unilaterally terminate the agreement and collect its receivable by activating collateral. The Client agrees that, in case he for any reason does not pay all due amounts or other possible costs of the Bank incurred by the realization of security instruments for collection of due but unpaid debt within the agreed period, the Bank may, automatically, without requesting special approvals and consents, from all payment accounts of the client kept with the Bank, to transfer the unpaid amount to the Bank's account and to use all given collateral for collection.

In the event that these obligations must be settled from funds from the client's foreign currency payment accounts held with the Bank, the client hereby gives an unconditional and irrevocable order to the Bank to automatically, without further question or approval, purchase foreign currency funds from its payment accounts held with the Bank, at the middle exchange rate of the Bank on the day of purchase-conversion in dinars, in the amount of the total amount of the Bank's receivables from the client on the basis of a specific contract and settle the receivable from the thus obtained dinar amount.

The Bank may activate collateral as stated in the previous paragraphs and without terminating the contract, in accordance with the decision of the Bank's Credit Committee.

On the day of unilateral termination of the Agreement, the remaining part of the loan with all related interest and other costs that the Bank has and may have in the process of court and / or out-of-court collection of overdue receivables is due.

In order to collect its receivables, the Bank may initiate court and / or out-of-court proceedings, in accordance with the decision of the competent body of the Bank.

In the event that the client does not settle its obligations to the Bank properly, the Bank has the right to assign such a claim to a third party, in accordance with applicable regulations, with notification of the client of the assignment.

**15. Terms and procedure for termination / cancellation of the loan agreement, as well as the reasons why the Bank may require the client to settle its obligations in full before the expiration of the agreed term**

The Bank has the right to unilaterally terminate the contract on a specific loan product, of which it is obliged to notify the Client, in the event that:

- the Client does not pay its due obligations, including due principal, interest, one-time fees, costs and other payable amounts, within the time and in the manner specified in the loan agreement, or other credit product, concluded between the Bank and the Client,
- if there is a reduction in salary or termination of receiving the Client's salary through an account opened with the Bank,
- the Client submits incorrect data on the basis of which the Bank concluded a loan agreement with the same,
- the Bank, by analyzing the business situation and cash flows of the Client or otherwise, depending on the type of client, finds out that the Client has undergone changes (including, but not limited to the fact of loss of regular monthly income due to termination of employment or loss of farmer status). ) which, in the opinion of the Bank, have or may have an impact on its creditworthiness and ability to repay the loan properly,
- the client ceases to meet the requirements of creditworthiness,
- the client does not properly perform the obligations assumed by contracts and statements governing security instruments,
- the Client does not provide additional collateral, within the period determined by the Bank, counting from the day of receipt of the Bank's request for delivery of additional collateral,
- the client uses the loan for purposes other than the purposes described in the loan agreement,

- the Client is a party to any court or any other proceeding whose outcome could adversely affect the repayment of the loan in question or its assets in general,
- criminal proceedings are being conducted against the Client, that he is under criminal investigation, as well as / or that there is a final verdict of the criminal court against him,
- all or some of the documents presented by the Client to the Bank are not valid, complete, true and represent the actual financial condition of the client as if they are the subject of a dispute by any third party, regarding their validity,
- the Client has paid a sum of money to a Bank employee or a third party or given any property value in order to obtain a loan,
- the Client withdraws with a written statement the consent given to the Bank for obtaining reports from the Credit Bureau or the consent for the processing of personal data necessary for the establishment or execution of the contractual relationship or obligations of the Bank,
- the Client, without the prior consent of the Bank, alienates movable property on which the Bank has the right to pledge, which entails criminal liability,
- in the period from the loan approval to the final loan repayment, does not provide the representatives of the Bank, as well as the representatives of the Bank's shareholders, with access to the pledged movable and / or immovable property in order to determine the condition of the pledge,
- acts contrary to applicable regulations.

The business relationship is terminated by making a decision of the competent body of the Bank on termination. The Bank shall submit a notice of termination of a specific business relationship to the Client, and the provisions of the General Terms and Conditions relating to the communication between the Bank and the Client shall apply accordingly to the submission of a notice of termination of a business relationship.

On the day of unilateral termination of the contract, by either party, the remaining part of the Bank's loan or receivables for other products approved to the Client is due for collection, with all related interest and other costs that the Bank has and may have in the process of court and / or out-of-court collection. If the Client fails to settle its obligations, the Bank may initiate court and / or out-of-court proceedings to collect the full amount of the remaining receivable.

After the termination of business relations between the Bank and the Client and under the condition of full settlement of all obligations of the client towards the Bank, the remaining funds on the client's accounts will be made available to him.

The provisions contained herein that apply to the termination of business relations between the Bank and the Client shall accordingly apply to the partial termination of business transactions between the Bank and the Client, and the provisions of these General Terms and Conditions shall apply accordingly after the termination of business relations between the Bank and the Client, until the final settlement of mutual rights and obligations.

## **16. Other provisions related to credit products**

The Client agrees that the Bank may at any time during the term of the contractual relationship, as well as during the automatic extension of the validity of the stack, download reports from the Credit Bureau of the client's creditworthiness.

For the purposes of these General Terms and Conditions, a credit product is a credit product of the Bank.

In the pre-contractual phase, the Bank will provide potential clients with written information on the documentation that users are required to submit with a written request for the use of a credit product. The bank will notify the client when the complete documentation for a specific loan has been submitted. The bank will decide on the loan application within 45 days from the day of submitting the complete documentation.

The Bank has the right to assign the receivable to the Client, in accordance with the applicable regulations, with the notification of the Client on the assignment.

## **17. The right to a refund of security**

The client, ie the provider of collateral has the right to, after full settlement of the client's obligations to the Bank under a particular contract, take over unused collateral given under the contract, including collateral that is entered in the appropriate register.

The Bank is obliged to inform the client, ie the security provider in writing that the client has settled all its obligations under the Agreement, within 30 days from the day of settlement of obligations, and to instruct them to join the Bank and take over unused funds. security.

## **XII. FEES AND EXPENSES**

The Bank shall calculate and charge the Client with the fees and other expenses on the basis of separate agreements and General Terms and Conditions, with which the Client is familiar and which they have accepted and consented to completely.

The Bank shall calculate and charge fees in accordance with the Tariff of Fees for private individuals that constitutes an integral part of the General Terms and Conditions, by debiting all of the Client's payment accounts with the Bank.

The fees that the Bank charges its Clients for rendered services are variable, and the Bank reserves the right to change and/or supplement the fees and other costs charged for the services it provides once every quarter, taking alternatively into account the inflation rate in the event of an inflation rate increase, a change of the consumer price index, a change of the mandatory reserves with the National Bank of Serbia, a change in the value of the local currency against the EUR exchange rate, a change in local and foreign reference interest rates,

a change in legal regulations, deterioration of the credit rating of the country, deterioration of the Client's risk factor in accordance with regulations of the National Bank Serbia and the Bank's internal acts, the deterioration of the conditions under which the Bank borrows on local and on international markets, and the growth of the EMBI (Emerging Markets Bond Index), the Bank's corporate objectives, market conditions and competition, market disturbances and other circumstances that may have a negative impact on the Bank's business operations.

Any change to the Tariff of Fees shall also apply to the agreements already concluded and shall be applied from the date of entry into force of the amendments, without concluding a separate annex to the agreement, provided that such an arrangement is not contrary to applicable regulations.

The Client may access more information regarding the Bank's Tariff of Fees, i.e. the provision of services and opening and maintaining of the account, as well as on other services provided by the Bank at the Bank's website [www.mirabankserbia.com](http://www.mirabankserbia.com) or during business hours at the business premises of the Bank.

### **XIII. TERMINATION OF THE BUSINESS RELATIONSHIP**

The Bank and the Client may, at their sole discretion, at any time, terminate their business relationship, with or without a notice period, in accordance with the General Terms and Conditions, the agreement and applicable regulations. Such right is granted to the Client if all liabilities towards the Bank have been settled by the Client.

Apart from the reasons envisaged by relevant legal and other regulations, i.e. the provisions of any part of the General Terms and Conditions and the agreement concluded between the Bank and the Client, the business relationship may be terminated without a notice period or with a notice period, if there is a justified reason why the continuation of said business relationship would be unacceptable for the Bank. The following cases are observed as justified reasons, in particular:

- when the Client has given false information and statements on their financial status, which were significant to the Bank in deciding on the approval of specific services of the Bank or taking certain action which exposed the Bank to risk;
- when the Client has not provided the Bank with documentation determined by specific regulations governing the prevention of money laundering and financing of terrorism, or other applicable regulations;
- if the Client's financial situation deteriorates significantly or if there is a real possibility for said deterioration, and if it puts at risk the proper fulfilment of its obligations towards the Bank,
- in the event of any breach of contractual obligations by the Client or a third party to the detriment of the Bank, in particular in the event of default in the settlement of

financial obligations towards the Bank, in accordance with the provisions of a specific agreement;

- if it is determined that the Client has undergone enforcement measures to restore international peace and security, in accordance with the resolutions of the United Nations Security Council;
- if there is suspicion that the Client is involved in the commission of offenses, including money laundering and financing of terrorism, or if it is determined that the Client is on lists recognised by the Bank, in accordance with local and international regulations, concerning the prevention of money laundering and terrorist financing;
- if there is a reputational risk for the Bank for any reason if the Bank continues to collaborate with the Client in a business capacity;
- if the Client withdraws their consent for personal data collection and processing without a justified reason;
- in the event of expiry of the agreement which regulates further use of certain services offered by the Bank;
- in other cases, provided by valid regulations including, but not limited to provisions of regulation governing the Bank's right of free choice of clients, as well as in accordance with provisions of individually concluded contracts.

The Bank has the right to terminate the agreement in line with the legal deadlines, if the Client fails to meet its contractual obligations in accordance with a notice received from the Bank regarding the amendment of those elements of the agreement and the General Terms and Conditions that have been envisaged as subject to change.

The Bank shall send a notice of termination of the business relationship to the Client, and said submission of the notice shall be governed by the provisions of the General Terms and Conditions relating to communication between the Bank and the Client.

On the day of unilateral termination, the Bank's receivables under other products approved to the Client shall become due, with all accompanying interests and other costs that the Bank has and may have in the process of collecting due debt.

If the Client fails to meet their obligations, the Bank may initiate proceedings for the collection of the entire amount of the remaining receivables. Upon termination of the business relationship between the Bank and the Client, and provided that the Client has settled all of their obligations towards the Bank in full, the remaining funds in the Client's accounts shall be made available to the Client.

#### **XIV. APPLICABLE LAW AND JURISDICTION**

The interpretation of agreements and other legal relations, as well as the resolution of a disputed relationship between the Bank and the Client is performed by applying the laws and regulations of the Republic of Serbia, unless otherwise agreed.

Any disputes between the Bank and the Client shall be resolved by a court chosen according to where the Bank is seated, unless otherwise agreed.

#### **XV. FINAL PROVISIONS**

The General Terms and Conditions are made publicly available to Clients and are considered published as at the date when they are published visibly in the Bank, and are also available on the Bank's website.

It is considered that the Client is familiar with the contents of the General Terms and Conditions published in said manner and that any instruction given to the Bank by the Client constitutes the acceptance of the General Terms and Conditions.

The General Terms and Conditions are published in the Serbian language.

The provisions of these General Terms and Conditions shall take effect as of the date of approval hereof and shall be applied as at the end of a 15-day period starting from the date of their dissemination in the Bank's business premises.