

ZAPAD BANKA AD PODGORICA

Podgorica, 29.04.2022.

Pursuant to Article 206 of the Law on Credit Institutions (" Official Gazette of Montenegro", number 072/19 of 26 December 2019, 082/20 of 06 August 2020, 008/21 of 26 January 2021 and Article 79 paragraph 1 item *n* of Articles of Association of Zapad banka AD Podgorica, the Managerial Board of Zapad banka AD Podgorica (hereinafter referred to as: **the Bank**), at XLIII regular meeting held on 29 April 2022, adopts

GENERAL TERMS AND CONDITIONS OF BUSINSS OPERATIONS OF ZAPAD BANKA AD PODGORICA

INTRODUCTION

1. Diversity of financial transactions assigned to the Bank and the requirement to have the above mentioned transactions timely executed, as well as to establish the clear and mutually binding ground of cooperation between clients and the Bank require to determine the General Terms and Conditions of the Bank business operations (hereinafter referred to as: " the General Terms and Conditions") and to have the clients informed on those Terms when opening bank account or establishing any other type of a business cooperation with the Bank.
2. The General Terms and Conditions are applicable to all types and modalities of business cooperation between clients and the Bank, unless otherwise provided by particular contract concluded between client and the Bank.

I GENERAL PROVISIONS

- 1.The General Terms and Conditions define the standard terms relevant to the Bank's business operations with its clients, the fundamental rights and obligations, basics of communications between the Bank and its clients, as well as other issues of the relevance to the Bank's business operations with the clients.

2. The purpose of these General Terms and Conditions is to establish the clear and binding rights and obligations for the clients and the Bank with respect to carrying out the business transactions and other communications.

3. The Bank shall make an effort to provide its clients the widest range of banking services, by executing their orders, enabling cooperation and assistance in the clients' business operations, following the principles of security, trust and a good business practice.

4. Those General Terms and Conditions shall be legally applied jointly with individual contract concluded with client as well as with the other individual and general terms and conditions set forth by the Bank for specific types of banking and financial services designed for clients.

5. If the individual contract concluded with client and/or the above mentioned individual and general terms and conditions differ from the provisions laid down by those Articles of Associations, the provisions set out in individual contract and/or the above mentioned general terms and conditions shall take precedence. The individual and general terms and conditions shall supplement the individual contractual relations agreed between the Client and the Bank, either such provisions are contained in the contract or the contract relies on them.

6. General information on banking and / or financial services which the Bank provides its clients with is available at the Bank's business premises where it provides services to consumers and on the Bank's website www.zapadbanka.me

7. The Bank shall consistently protect the confidentiality of transactions, services, as well as information about client, in accordance with international practice and pertinent laws and legislation.

8. Unless otherwise expressly contractually agreed in writing, the Bank assumes no obligations and responsibilities other than those regulated by these General Terms and Conditions.

9. Clients of the Bank shall have the other rights and obligations defined by the General Terms and Conditions, other general and individual bylaws and policies of the Bank and the applicable contracts.

10. The Bank and its employees shall execute the clients' orders diligently and protect their interests in accordance with pertinent legislation and rules/codes of business.

10. The General Terms and Conditions shall have legally binding effect.

12. By signing the Contract or other legal documents, clients confirm that he/she is informed about the General Terms and Conditions and to accept them.

13. The amendments and supplements to these General Terms and Conditions shall be made solely in writing and adopted by the Managerial Board of the Bank upon the prior consent given by the Supervisory Board.

14. The consolidated and the revised versions of all amendments and supplements to the General Terms and Conditions shall be available for the clients on the Bank's website.

14. Unless otherwise agreed in the contract concluded between the Bank and the client, the Bank assumes no obligations and responsibilities other than the obligations and responsibilities set forth in these General Terms and Conditions.

15. The Client may require in writing any additional explanations and instructions from the credit institution relating to the implementation of the General Terms and Conditions.

II COMMUNICATION BETWEEN BANK AND CLIENTS

1. Communication of the Bank and its clients shall mean the exchange of data, information, opinions and documents that are relevant to the business cooperation of the Bank and its clients.

2. The Bank and its clients may communicate verbally as part of their business cooperation, but only written documents are relevant to their formal legal and substantive relations, unless otherwise defined by a particular contract.

3. All documents in a foreign language shall be as such delivered to the Bank and upon the Bank's request translated into the Montenegrin languages and certified by a certified court interpreter.

4. In a process of communication between the Bank and its clients, each party shall bear its own expenses of communication, unless otherwise regulated.

5. If a client deems that the Bank does not comply with the obligations defined by the contract concluded, a client may file a complaint to the pertinent organizational unit or the body of the Bank responsible for deciding on the complaints. The Bank shall respond to the complainant within a reasonable time, and not later than 15 days as of a day of filing the complaint, unless otherwise stipulated by the law in particular cases.

6. For both, Bank and its client, the head offices of the Bank shall be the place of execution/carrying out.

7. The Bank shall be responsible for the failure to fulfill its obligations towards clients if caused by the Bank's employees and other persons hired by the Bank for the purpose of fulfilling the contractual obligations.

8. The Bank shall not be liable for damage incurred by a Client, which arises from the failure to execute or belated execution of a Client's orders in cases caused by force majeure, such as the war, natural or environmental catastrophe, epidemic, termination of electricity supply, interruption of telecommunication connections, as well as all other similar causes, the occurrence of which is not caused by the Bank's activity.

9. On the amendments to the Framework Agreement on providing payment operations (national and international payment transactions) the Transaction account for the national payment transactions execution (BBAN) and the Transaction account for the international payment transactions execution (IBAN) and the General Framework Agreement on providing payment operations (national and international payment transactions with payment cards) the Transaction account for the national payment transactions execution (BBAN) and the Transaction account for the international payment transactions execution (IBAN) (hereinafter referred to as :“ Framework Agreement ”), the Bank shall notify a Client within the deadline set forth, by delivering the amendments and/or supplements in either of the following ways:

- 1) In paper form
- 2) In electronic form (e-mail address)

In appropriate time and prior to a Client's conclusion of the Framework Agreement and the Single Payment Transaction Agreement/Order, the Bank shall notify Client about the General Terms and Conditions of the Bank's operations, the General Terms for providing payment operations services for consumers/ non-consumers in Zapad banka AD Podgorica and the Tariffs in either of the following ways:

- 1) in writing, in the Bank's premises and /or in its organization units (branch office, outlet, counter, foreign representative office (“the Bank's premises”)
- 2) by electronic mail (e-mail address)
- 3) by online banking (Net-banking application)
- 4) On the web page of the Bank www.zapadbanka.me („ web page“).

III PERSONAL DATA PROCESSING

1. Type of personal data for processing

In order for the Bank to provide quality and timely service, and in accordance with legislation and good business practices, the Bank shall request from the Client to provide personal information, which includes the following data:

- Personal data, e.g. name, previous names, gender, date and place of birth;
- Contact details e.g. address, email address, landline and mobile phone numbers;
- Information about your identity, e.g. photocopy, passport information, national insurance number, ID card and citizenship;
- In the context of a market research, e.g. information and opinions expressed as a participant in a market research;
- Orders and user credentials for login, e.g. application credentials for telephone and online banking and mobile banking
- Other information about you that we obtain by you completing the forms / requests or communicating with us, either in person, or by telephone, email, online or otherwise;
- Any other information that is relevant to the request you have made.

Information that the Bank keeps about the Client during the business operations / or that we generate:

- Financial information by the Bank's and information about the Client's relationship with the Bank, including the products and services that the Client has, the channels that the Client uses and the manner of interaction with the Bank, the Client's ability to receive and manage loan, payment history, transaction records, trading on the market, payments to the Client's account, including salary related information and information on the appeals and disputes;
- Information used by the Bank to identify and authenticate the Client, e.g. the Client's signature or any additional information that the Bank receives from external sources required for the compliance purpose;
- Geographical information, e.g. about the locations used by the Client, payment terminals where the Client uses the card and so forth;

- Information included in a client's documentation, e.g. a record of any advice the Bank might have given;
- Marketing and sales information e.g. details of the services the Client has received and the Client's preferences;
- cookies and similar technologies used by the Bank for the Client's recognition in order to save the Client's settings and adjust the contents the Bank provides the Client with, as well as the IP address and location from which the Client make an access , so as to provide as high as possible security level;
- risk assessment information, e.g. credit risk rating, transactions behavior and risk information;
- research data, e.g. due diligence, sanctions and checks on money laundering, external intelligence reports, content and metadata related to the relevant exchange of information between individuals and / or organizations, including email, voicemail, etc;
- Records of correspondence and other communications between us, including e-mail, live chat, instant messaging and social media communications;
- Information we need under the regulatory obligations, e.g. information about the details of transaction, disclosure of any suspicious and unusual activity and information on parties related to the Client or similar activities.

Information which the Bank collects about the Client from other sources:

- Information that the Client asks us to collect for him/her, e.g. information about the Client's accounts with other companies including transactions related information;
- information from third parties, e.g. information to assist the Bank in combating fraud or relating to the Client's social interactions (including communication through social media, between individuals, organizations, perspectives and other interested parties) which are acquired from companies collecting combined information;
- If information possessed by the Bank is derived from the insurance policies or the claims, we are also entitled to collect:

information relating to the Client's medical records, with your consent;

information relating to the history of claims in the banking sector;

information from publicly available sources.

Pursuant to the Law on Prevention of Money Laundering and Terrorist Financing, for the purpose of conducting in-depth analysis as a prerequisite for establishing a business relationship with the Client, the Bank collects and further processes additional data on employment status, type of employer, position with employer, purpose of opening accounts, average monthly income, other income and an average monthly amount of other income of the Client.

For the purpose of determining the Client's status and reporting in accordance with the provisions of the Agreement between the Government of Montenegro and the Government of the United States of America on improving tax compliance at the international level and implementing FATCA, concluded on 1 June 2017 and ratified on 1 March 2018 .year, the Bank collects and for this purpose processes the data on name and surname, unique citizens identification number, date of birth, address, place of residence of the Client, postal code, if the Client has dual citizenship which includes American, or the green card for the work in the USA , if the client has the tax residency in the United States and an American tax number - TIN. The collection and further processing of this data is necessary for the Bank to meet its legal obligations under the agreement and the law under which Montenegrin financial institutions report to the Ministry of Finance (Tax Administration) and the Ministry of Finance (Tax Administration) with the US Tax Administration -Internal Revenue Service) exchanges information and provides information on US citizens who hold accounts and certain financial assets in Montenegrin financial institutions.

Collecting and processing this data is necessary for the business relationship between the Bank and the Client as well as for debt, contractual and non-contractual relationships between the Bank and the Client and for the purpose to meet the Bank's legal obligations.

2. Purpose of data collecting and processing

The Bank shall use the Client's data only upon the consent or if the Bank has other reason for using such data. The situations when the Bank will use the Client's data are as follows:

- It is required to achieve our legitimate interests;
- It is required to process information for execution of the agreement that the Bank has with the Client;
- Information shall be processed in order to comply with the legal obligation;
- We believe that the use of Client's information is in the public interest, e.g. for preventing or revealing a criminal offence;
- It is required to establish, exercise or defend the legal rights of the Bank ;
- The reasons why we use information about Client include:

- o delivery of the Bank's products and services;
- o execution of the Client's order, e.g. for the Bank to execute a request for payment;
- o carrying out the examinations relating to the Client's creditworthiness;
- o managing the Bank-Client relationship, including (unless otherwise stated by the Client) notification of products that are relevant to the Client or we think they may be of interest to the Client;
- o understanding how the Client uses its accounts and services;
- o supporting our banking operations;
- o preventing or revealing crime including fraud and financial crime, e.g. terrorist financing and trafficking in human beings;
- o ensuring the business security and continuity;
- o risk management;
- o providing online banking, mobile application and other online products;
- o improving the Bank's products and services;
- o analyzing the Client's data in order provide the best possible framework for service delivery and the highest possible quality of the said services delivery;
- o correspondence with lawyers, surveyors, assessors, other lenders, intermediaries, and third parties intermediaries; o undertaking the data for new product development and planning, insurance, auditing and administrative purposes;
- o reimbursement/repayment of money that the Client owes.

-If the relationship between the Bank and the Client is grounded on the claim, the Bank shall also use information about the Client in order to:

- o Manage or monitor any requests made by or arising from the Client's portfolio;
- o If and where applicable, the Bank will bring an action against a third party;
- o To file the claims according to the contracts concluded with the Bank

3. Method of data processing

The Bank shall use information on the Client for the following purposes:

- Delivering the Bank's products and services, including servicing the Client's accounts, processing transactions and so forth;
- Supporting the banking operations in order that the delivery of all services and products and the Bank's business operations are in accordance with legislation and good practice;
- Preventing and revealing the criminal offenses, including fraud, money laundering and terrorist financing;
- Risk management - the Bank will use Client's data to measure, reveal and prevent the probability of financial, reputational, legal or compliance risk;
- NetBanking, mobile banking and other platforms;
- Promoting products and services through analysis of activities and ways of using the Bank's services;
- Marketing the Bank's products;
- The protection the Bank's rights.

4. Potential recipients of personal data

The Bank may share the Client's data with others in accordance with legislation. Such situations may occur if:

- We need to provide the Client with the products or services that the Client has requested, e.g. executing payment orders;
- It is needed that the Client manages his/its requests;
- The Bank has a legal obligation to do so, e.g. to assist in the revealing and preventing fraud, taxes evasion and financial crime;
- It is required to deliver information about the regulatory reporting, litigation, or confirmation or defense of legal rights and interests;
- There is a legitimate business reason for this, e.g., to manage your risk, verify your identity, and enable another company that provides you with the requested services to assess your eligibility for products and services;
- The Bank has asked from the Client the approval to share information, and the Client has agreed to do so.

The Bank, for the same purposes as mentioned above, may also share the Client's data with:

- Any holder of a joint account, trustee, beneficiary or a person executing transactions;
- Persons giving the guarantees or other security instruments for all amounts owed by the Client;
- The persons you pay and/or that receive payments from you;
- The Client's customers, mediators, correspondent and agency banks, clearing houses, clearing or settlement systems, third parties on the market and all companies holding the Client's securities through the Bank, e.g. stocks, bonds or shares;
- Other financial institutions, lenders and holders of security/insurance over any asset that serves as a security instrument, tax authorities, trade associations, credit reference agencies, payment service providers and debt repayment agents;
- Managers of the funds which provide you with asset management services and all brokers that provide the Client with the services through the Bank;
- Any entity that has an interest in the products or services that the Bank provides to the Client and in situations where the Client, himself/itself, assumes the risk;
- any persons or companies that require with regard to the potential or actual companies restructuring , merger, acquisition or acquisition, including any transfer or potential transfer to the Bank of any right or liabilities, following the agreement with the Client;
- law enforcement authorities, government, courts, dispute resolution bodies, regulators, auditors and any party appointed or required by regulators to carry out investigations or audits of the Bank's activities;
- Other parties involved in any disputes, including disputed transactions;
- Fraud prevention agencies that will use the data to reveal and prevent fraud and other financial crimes and to verify and confirm the Client's identity;
- Any party giving instructions or managing any of the Client's accounts on behalf of the Client, e.g., authorized attorney, lawyer, mediator, etc .;
- Any other person the Bank has been instructed to share the Client's data with, either such instruction is received from the Client, the joint account holder, or any other person giving instructions or managing the account on behalf of the Client;
- the Bank's supplier for processing credit card transactions for the purpose of conducting credit checks, AML checks and fraud checks, as well as issuing and managing payment cards and processing card transactions;

Personal data provided by the Client to the Bank or available to the Bank on the basis of a business relationship with the Client may be disclosed or forwarded to companies and / or other natural or legal persons providing various services to the Bank, in order the Bank to be in position to carry out its activities. Also, personal data of the Client may be forwarded to the Ministry of Finance, Central Bank of Montenegro and / or other competent authority for the purpose of reporting or fulfilling other legal obligations when required by law to send such data, and other recipients in accordance with the pertinent provisions of the Law on Credit Institutions which regulates banking secrecy and exemptions from the obligation to maintain banking secrecy. The Bank may share aggregated or anonymous information inside and outside the Bank with partners such as research groups, universities or advertisers. It shall not be possible to identify the Client from this information e.g. the Bank may share information about general trends on consumers in Montenegro in order to assist in such research.

5. Consent to collecting, processing and retaining the personal data

By signing a request for a service or product, and by entering into the contractual relationship with the Bank, a client of the Bank gives consent to the Bank to collect, process and hold the personal data.

The Bank shall obtain the written consent to collect personal data for advertising and marketing purposes and in cases where the purpose of the data collecting is not related to the services the Bank provides its client with.

The Bank retains the right to refuse to establish business cooperation and / or contractually agree a new banking or financial service if the client refuses to provide the Bank with information necessary for the execution of the contract and for pre-contractual activities and / or refuses to provide information necessary for the data set controller to meet its legal obligations or for the Bank as the controller of the personal data to exercise its legal rights.

6. Data retention period

The Bank processes a variety of data only for a period required in respect to the purpose of data processing. Clients shall have the right to having their personal data collected by the Bank deleted or no longer processed in the cases that:

- 1) Such data are no longer needed for the purpose they have been collected or processed;
- 2) The consent given by the user has been withdrawn or

3) The user opposes the personal data processing.

Notwithstanding the above mentioned, the Bank reserves the right to retain the personal data of its clients for the purpose of fulfilling the obligations stipulated in the relevant provisions of the law. At any time, the Client has the right to request from the Bank the access the personal data, as well as the correction of inaccurate personal data. Furthermore, the Client has the right to supplement personal data, among other by giving an additional statement.

In cases when the personal data processing is based on the Client's consent, the Client may withdraw the given consent at any time, provided that this will not affect the lawfulness of the data processing that was based on the Client's consent given prior to revoking the subject-matter consent. Refusal to grant or subsequently revoke the given consent shall not affect the possibility of concluding a contractual relationship with the Bank nor lead to the termination of the existing contractual relationship with the Bank.

7. Security of personal data storing

In accordance with the Law on Credit Institutions and the Law on Prevention of Money Laundering and Terrorist Financing, the Client's personal data will be used and stored in the manner prescribed by the pertinent applicable legislation.

The Bank has established specific organizational and technical mechanisms that ensure a high level of personal data security. The Bank endeavors to use physical and electronic systems that allow the protection of users' personal data from unauthorized or unlawful processing, unintentional loss, destruction or damage.

In addition to the security policy implemented by the Bank, individuals are always advised to use secure e-mail addresses from a secured network when transferring or sending their personal data to the Bank.

8. Rights of the subjects (individuals) with regard to their personal data

Individuals whose data are used have specific rights according to the General Data Protection Regulation, including but not limited to:

- The right to be informed about within one month from receiving the request from the Bank, which shall provide such information free of charge, electronically, in a format compatible with machine readable format;

- The right to access the personal data, including the purpose of the processing, the categories of the subject matter personal data, the recipients to whom the data are provided, the proposed personal data retention period;
- The right to correct inaccurate personal information relating to the subject (individual);
- Right to erasure/ "right to be forgotten";
- Right to restrict the data processing;
- The right to data portability since based on such right the user has the right to receive his personal data in a structured format that is machine readable and such data can be transferred to another controller;
- The right to revoke the consent when the personal data processing relies on the consent;

9. Amendments and supplements to Privacy Policy

The Privacy Policy is available on the Bank's website within the framework of the General Terms and Conditions. Any amendment to the Privacy Policy shall be posted on the Bank's website and each user will be informed of the amended version by periodically visiting the website. Each amended version of the Privacy Policy will include an appropriate date in order to be known which the latest amended version is.

IV TERMS AND CONDITIONS UNDER WHICH BANK OPENS AND MAINTAINS CLIENT ACCOUNTS

1. The Bank opens the client accounts- for residents and non-residents in accordance with the law, its business policy and other internal by-laws and policies of the Bank.
2. In order for the Bank to open an account, a client shall complete an application form for opening account (the so-called Request) and provide the Bank to review and / or deliver to the Bank specific documents defined by the valid legislation and internal by-laws and rules of the Bank. The Bank assumes no responsibility for the legal validity and authenticity of the documents provided by a client.
3. All instructions given by the client relating to opening, keeping and cancellation of the account shall be made in writing.
4. The request for opening the account with the Bank filed by a legal person as well as other supporting documents shall be signed by the parties authorized to represent that legal person, and the signature shall be certified with that legal person stamp if it has a stamp.
5. The request for opening the Bank account filed by a natural person as well as other supporting documents shall be signed by that natural person.

6. Each bank account is assigned a number and a client is provided with a document identifying that a client is an account holder, whereas such document is valid when presented jointly with the identification document.
7. When opening any of the accounts, a particular person shall be authorized to manage and to have a right of disposal of the account, and the identity of that person shall be duly established. The signature of this person is deposited into the Bank on the specimen signature card.
8. When depositing the signature, the Bank shall enter the full name of the natural person whose signature is deposited, his / her place of residence and address or other basic information stated in a client's identity card or passport. The natural person delivers the identity card or passport for the inspection to the Bank and their photocopies are attached to the specimen signature card.
9. Natural persons - the account holders may authorize several persons (authorized representatives) to have disposal of funds on its account. The signatures of authorized signatories are also deposited into the Bank. The account holders shall inform their authorized signatories about the contents of these General Terms and Conditions.
10. Authorized signatories for the account are not authorized to delegate their power of attorney to third parties or to close a bank account.
11. Deposited signatures of the authorized signatories shall be valid until providing the Bank with a written notice of withdrawal of authorization made by the account holder who has authorized these persons delegating the powers of attorney.
12. A Client shall, without delay, inform the Bank in writing about any change of the data relating to a Client or an authorized signatory for a Client account (e.g.: changing his/her name, company name, address, deprivation of or restriction to the legal capacity, or a legal person has ceased its existence, withdrawal of authorization...), as such data are included in the specimen signature card or in other documents which a Client has delivered to the Bank.
13. In addition to delivering the above mentioned in writing, a Client shall provide the Bank with certified copies of the documents providing evidence of the above mentioned changes.
14. The Bank shall be bound by these changes only as of the moment the notification of such changes with the enclosed documents is received by the Bank.
15. If the client does not notify the Bank of the change of address, the written notices sent by the Bank shall be deemed delivered if sent at the last known address which the Bank has been notified of.

16. At the moment of providing the Bank with the written notice with the enclosed adequate evidence of the death of a natural person – a Bank's account holder, all powers of attorney and other authorizations for managing and rights of disposal of the account cease to have the legal effect. Upon the receipt of such notice, the Bank shall allow the management and the right of disposal of the account solely on the basis of a final and enforceable court decision or other authority or binding decision by probate inheritance proceedings or other decisions by the competent authority in accordance with the law.

17. The Bank may collect its overdue account receivables from a client, regardless of the ground of such receivables, by debiting any of a client's accounts opened with the Bank except in the case of the special purpose accounts that are opened in accordance with the specific contracts.

18. The Bank shall have the right for disposal of funds on the client's accounts for the enforcement of pecuniary claims procedure, for the payments on the basis of the final and enforceable court decisions or of the other state authority and in other cases provided either by imperative norms or a contract concluded between the Bank and the client.

V PROVIDING INFORMATION TO CLIENT

1. Upon the request by the Client, the Bank shall notify to the client on the balance of the credit or deposit account, in a form of a regular monthly statement that the client may receive by mail or personally in the Bank's premises. Upon the client's request, the Bank may extraordinarily issue such statement for the client. Moreover the Bank may report to the client on the account balance in a different manner that shall be particularly agreed in a contract.

2. At least once a year the Bank shall, without any costs, inform its clients or consumers about the balance of the loan or deposit, and particularly in relation to approved loans, on the amount of outstanding debts to the Bank, and the deadlines for sending debt notice and notice of the termination of the loan contract, as well as provide clients with an access to other data that may be available to them in accordance with the Law on Credit Institutions. During the period of loan repayment until the moment of initiating court proceedings for loan collection the Bank shall, at the end of each calendar year, provide its client – natural person or legal entity- with an annual statement on the balance of the loan account. The statement on the balance of the loan account is issued at the request of the Client - the beneficiary of the loan in the Bank's branch office.

3. During the loan repayment period, until the moment of initiating the court procedure for loan collection, the Bank shall, at the end of each calendar year, send to the Solidarity Debtors and Guarantors of the Loan an annual statement on the balance of the loan account which will be delivered to their addresses.

4. The Client – beneficiary of the loan, Solidarity Debtors and Guarantors shall carefully check the annual statement on the balance of the loan and immediately inform the Bank (send a complaint) about observed mistake, if any.

5. Prior to concluding the loan agreement, the Bank shall timely provide the necessary information to the Client – beneficiary of the loan, co-borrowers and guarantors in accordance with the Law on Credit Institutions and the Law on Protection of Consumer – beneficiaries of financial services, and provide the Client with Key Service Information Form prior to concluding the loan agreement.

6. Prior to concluding the loan agreement, the Bank shall inform other participants involved in the loan legal transaction (co-debtors, pledge debtors and guarantors / surety holder) about all important terms of the agreement relating to their rights and obligations and also warn other participants in the loan relationship. (co-debtors, pledge debtors and guarantors / surety holder) about the legal nature of co-debt or guarantor / surety, as well as about the right of the credit institution to collect its claims from all participants in the loan legal transaction, and that in the case of concluding the loan agreement, and the Bank shall, beside delivering the copy of the contract to the debtor, also provide the other participants involved the loan legal transaction with one copy of the contract.

7. Upon the client's request, the Bank shall provide to the Client the access to other data that may be available to the Client in accordance with valid legal legislation.

8. The Bank shall, in accordance with the law, inform the beneficiary of the loan about any changes in the interest rates before such changed interest rates have been applied, in the paper form or any other durable medium which the Bank and the client have agreed upon. This notice shall explain the change in the interest rate, the repayment schedule, including the number and amount of annuities to be paid after the entry into force of the new interest rate and, if the number or frequency of installments or annuities changes, details of installments or annuities.

9. The Bank shall notify the beneficiary of the loan, co-debtor, pledge debtor and guarantor / surety holder at least 15 days before the intended commencement of the enforced collection of the loan at the expense of the co-debtor, pledge debtor and guarantor / guarantor, including 15 days before the intended unilateral termination of the loan agreement, and inform the said persons about the intention to commence the enforced collection procedure, or to commence the unilateral termination of the agreement, as well as on the preconditions under which such procedures will not be commenced.

10. The Bank shall inform the beneficiary of the loan, co-borrower, pledge debtor and guarantor / surety holder that immediately after the termination of the loan agreement, to notify, free of charge, the borrower, co-borrower and guarantor / guarantor of: total amount and structure of debt based on principal, interest, fees and other costs, and the ground for the request for collection of each individual element, indicating the elements that are subject to increase and the associated interest rate for those elements.

11. The Bank shall, no later than 15 days from the date of loan repayment in full, free of charge and in the agreed manner, inform the Client-beneficiary of the loan about the repayment of the entire loan how to receive from the Bank the document on the loan deletion, and in case of the rights of third parties who have either partially or fully repaid this loan, inform also on the rights of these persons and the further conditions of issuing the document on loan deletion, as well as inform the Client-beneficiary of the loan on how to receive from the Bank all other security instruments relating to that repaid loan. The bank shall, in the same way, inform all third parties (guarantors, co-debtors, pledge debtors, etc.) who have partially or fully repaid the loan.

12. Apart from the legal obligation to inform the Client, and in the absence of any particular agreement, the Bank has no other obligation to provide information other than those defined by these General Terms and Conditions. The Bank has no obligation to notify the client of any associated current losses, or to provide advice and information without the appropriate order given by the client.

VII ORDERS EXECUTION

1. The Bank receives transfer orders, payment orders, disbursement orders and collection orders from clients.

2. Orders shall be made in writing and by e-banking. The orders given by the client shall be clear and explicit. Amendments to, supplements to and confirmations of the Order shall be expressly and explicitly stated and highlighted.

3. The Bank shall control the accuracy of the completed orders, and if signatures of the responsible persons written on the orders and on the Form specimen signature card (hereinafter referred to as KPD Form) are identical, the specimen signature card itself, if the stamps of clients or payment services user on the orders and on the KDP Form are identical, as well as the account balance of clients/ payment service users who has delivered the order to the Bank for transfer, i.e. their financial capacity to execute those orders.

4. The order shall be returned to a person, or to a client i.e. financial service user who has delivered it, if issued by a person who is not authorized for submitting orders or a client i.e. financial service user submits an incorrectly completed order form or does not have sufficient funds for the order execution or the account of a client i.e. financial service user account is blocked by the Central Bank of Montenegro, the Police Directorate- Department for financial intelligence affairs, by a court of competent jurisdiction any other pertinent government authority.

5. The entity which is subject to the below mentioned law shall undertake measures to establish and verify an identity of a client/ financial service user, monitor the business

relationship and control the transactions of a client/ financial services user in accordance with the Law on Prevention of Money Laundering and Terrorism Financing in relation to any occasional electronic transaction which represents a transfer of funds above EUR 1,000.

6. The Bank may, in accordance with the legislation and its internal rules, accept a standing order for payment instructed by its client/ financial services user.

7. The Bank shall not be liable for the non-execution of payment or delay in payment from those standing orders if:

a) The balance of account held by client/ is not sufficient and / or

b) The instructions are not clear and / or

c) The invoice by a third party or similar documents are not clear and / or not timely submitted to the Bank and / or

d) The reasons i.e. responsibility for non-execution of payment or delay in the payment execution shall be borne by a client/ financial services user or by a beneficiary of that payment and / or

e) In other cases beyond the control and influence of the Bank.

8. The Bank shall not be liable, within the limits of the relevant legislation, for damages occurred in relation with the execution of a forged or counterfeit order.

VII OBLIGATIONS OF BANK RELATED TO CLIENT'S BUSINESS SECRETS

1. The business secret of the Bank shall include, inter alia, acts, documents and information about its business, which if communicated to unauthorized persons will cause or may cause serious adverse consequences to the interests of the Bank's clients, in particular:

a) Information about the owners and numbers of accounts opened with the Bank,

b) Information on approved loans, guarantees and other transactions concluded with the clients of the Bank

c) Data on the financial position of the clients of the Bank,

d) Data on transactions to/from account of the clients and data on balance of account of the clients,

e) Data on savings deposits and other deposits, documentation of loan beneficiaries, guarantees and avals (a form of guarantees), shareholders and all other entities having a business relationship with the Bank and

f) Other information about the client obtained by the Bank on the basis of providing services to the Client of the Bank, as well as other data, documents and official documents, which are declared as business secret by the general and / or individual policies and rules of procedures of the Bank and / or by the pertinent legislation.

g) The business secret shall be kept by the members of the Bank's bodies, as well as by all employees of the Bank, irrespective of how they have learned about the business secret.

2. The duty of professional secrecy shall continue after the termination of position in the bodies of the Bank, that is, after the termination of employment with the Bank.

3. Exceptions to the confidentiality obligation are if such information is disclosed:

- On the ground of a decision or request of the Central Bank of Montenegro, or the pertinent judicial authority and to other persons, on the basis of the express and explicit consent given by client;
- For the purpose of the authorities responsible for the prevention of money laundering and terrorist financing, in accordance with the legislation regulating the prevention of money laundering and terrorist financing;

VIII BANK LENDING

1. The Bank concludes the contracts on loans, on bank guarantees, on opening the loro and the nostro letter of credit and carries out other banking operations in accordance with the law, other legislation and the Bank's internal by-laws.

2. Relationships between the Bank and its clients shall be regulated by contracts which they conclude in accordance with the law and other legislation and internal by-laws of the Bank.

3. Fundamental criteria for lending are: business success and creditworthiness of the client, risk level, the economic feasibility of landing as well as the scope and level of business cooperation between the Client and the Bank

4. The Bank shall take into consideration each duly submitted request and inform the Client about its decision in due time.

5. The Bank shall have the right to refuse to provide banking services if a client is assessed as failing to fulfill the terms and conditions defined by law and other legislation or internal bylaws of the Bank.

6. For the lending approval, the Client shall provide the Bank with the safest security instruments to ensure duly repayment of the Client's obligations towards the Bank in accordance with the Law, business policy and by-laws of the Bank.

7. The Bank shall decide which security instruments are the safest to ensure properly settling the client's obligations to the Bank.

8. If the particular security instruments for securing the Bank's claims are agreed in the contracts concluded between the Bank and the client, the client shall bear the expenses of preparing such security instruments as well as the expenses of potentially activating such security instruments.

9. The Client shall bear all necessary and useful expenses arising from or relating to the business relationship, and in particular the costs of certification and legal fees, taxes, insurance, etc.

10. During the business relationship the Client shall deliver any additional data and documents that are important or may have effect/relevance on this relationship, in accordance with the contract or in response to a written request from the Bank the Client, if the Bank makes such requests on the basis of several grounds.

11. If the client, within the given period or the contractually agreed period, fails to deliver information and documentation required to the Bank due to the reason that the Bank does not deem justified, the Bank shall have the right, to unilaterally cancel its business/contractual relationship with such client at any time.

IX BANK INTEREST RATES AND FEES

1. Clients shall pay the Bank the interest, charges, fees and tariffs in accordance with the law, its business policy and other internal by-laws.

2. The interest rate is determined by an internal decision of the Bank's Managerial Board, and in accordance with the pertinent legislation and other relevant regulations.

3. The Bank shall calculate and disclose the effective interest rates on the approved loans and the passive effective deposit interest rates on the received deposits and disclose to its clients and the public about the effective interest rates level, in a manner defined by the valid legal legislation.

4. The Bank may pay the interest on the funds deposited in the Bank in the manner as agreed upon by both parties in a contract on deposit or by internal bylaws of the Bank.

5. Prior to concluding the contract on loan, the Bank will warn the Client - the beneficiary of the risk associated with the change in the interest rate, which the Client - the beneficiary

accepts and confirms by signing the Contract on loan. Moreover, prior to concluding the contract on loan, the Bank will provide the Client – beneficiary with information on: the parameter it monitors in the context of making a decision on adjusting the variable interest rate, which is clear and known to consumers - quantitative and qualitative elaboration of the cause-and-effect to the fluctuation of the abovementioned parameter, and the impact of these fluctuation on the level of variable interest rate, and - the periods for which the decision on interest rate adjustment is being considered (the base period and the reference periods), which the Client – beneficiary of the loan confirms by signing the contract on loan.

6. In the event of a change in the regular interest rate, the Bank shall timely, in accordance with the law, notify the Client - the beneficiary of the loan, before a new interest rate has been applied. In the event of a change in the interest rate, the Bank will also submit an amended repayment plan to the Client – the beneficiary of the loan.

7. If the Client – beneficiary, after receiving the notice of the announced increase of the reference interest rate does not agree with such change, the Client shall have the right of the early loan repayment without the obligation to pay fees to the Bank, within three months of receipt of such notice

8. If the credit institution fails to notify the consumer of the increase in the interest rate in the agreed manner at least 15 days before the application, it shall postpone the application of the new interest rate until the next calculation period.

10. The credit institution shall calculate and report active effective interest rates on loans and effective passive interest rates on received deposits, and inform clients and the public on the effective interest rates level in accordance with the regulations of the Central Bank.

X RIGHT OF BANK AND CLIENT TO CANCEL CONTRACT

1. The Bank shall have a right to unilaterally cancel the contract with a client, in particular in a case when a client:

- a) Provides the Bank with incorrect information,
- b) Spend the loan funds for unintended purposes,
- c) Fails to pay liabilities relating to the principal, interest and fees on time,
- d) Fails to comply with the Bank's request to provide or increase the security instruments,
- e) Fails to fulfill the contractual obligations,
- f) In accordance with the contract or upon a written request by the Bank and without justifiable reason according to the Bank's assessment, fails to deliver or refuses to provide

additional data or documents that are or may have effect on the business relationship between the Bank and a client,

g) In all other cases defined by individual contracts, particular bylaws regulating the relationship between a client and the Bank.

2. In the event of cancellation of the contract by the Bank, the Bank shall declare that all obligations borne by a client under such contract become due. In the event that all liabilities arising from the loan are declared due, the Bank is authorized to activate the security instruments (collaterals) for the repayment of the loan obligation without any special approval or order.

3. The bank shall, at least 15 days prior to the intended commencement of the enforced collection of the loan at the expense of the co-borrower, pledge debtor and guarantor / surety holder, including 15 days before the intended unilateral termination of the contract on loan, notify those persons of the intention to commence the procedure of enforced collection or the unilateral termination of the contract and the conditions under which such procedures will not be initiated.

4. Client - the beneficiary of the loan agrees that the termination / cancellation of the loan agreement shall come into force on the day when the notice of termination / cancellation of the contract on loan is delivered to the post office by registered mail for delivery to the Client-beneficiary of the loan address specified in the contract.

5. When declaring a loan due, the Bank, free of charge, shall provide the Clients – beneficiaries of the loan, co-borrowers and guarantors with the notice of the termination / cancellation of the contract on loan in writing, which shall include a total amount and structure of debt according to the following items: principal, interest, fees and other costs, and the reasonable ground for collecting each item in the structure of debt requested, with an indication of which items are subject to increase and at which corresponding interest rate.

6. If the conditions are met that the Bank's financial claims cannot be collected through the business relationship with the Client – beneficiary of the loan, and that it is necessary to undertake the debt enforcement collection measures, the Bank has the right to declare the loan fully due and commence the loan enforcement collection measures.

7. In case of termination / cancellation of the contract on loan and / or activation of security instruments and / or enforced loan collection, the Client - the beneficiary of the loan shall pay the compensation which includes costs, court fees, fees and remuneration of the public executor, lawyer and other costs that, in addition to the above, may arise during the enforced debt collection depending on the type of proceedings or due to the particular decisions taken by the competent authorities, which have been paid by the Bank.

8. The Client - the beneficiary of the loan shall have the right to early fulfill its obligations under the contract on loan at any time, in part or in full, and shall inform on this the Bank in writing.

9. For early full or partial repayment of the loan, the Bank shall charge a fee in accordance with the general policies and rulebooks of the Bank. In case of early loan repayment, the Bank may charge the Client a fee for early loan repayment in the amount determined by the Bank's internal policy, except to the extent that is otherwise regulated by legislation.

XI CLIENT COMPLAINT SUBMISSION

1. The complaint shall contain a detailed description of the event / situation, as well as evidence from which it is obvious that the complaint filed by the Client - the beneficiary of the loan is justified. If the submitted description of the event / situation and / or evidence is incomplete, the Bank may request that the Client - the beneficiary of the loan make supplements to such complaint.

2. In case of filing a complaint that does not provide sufficient reasons and grounds for, the Bank shall invite the Client - the beneficiary of the loan to provide the additional arguments for such complaint, and if the Client does not do so within 8 days as of receiving the invitation by the Bank, the Bank shall consider that the Client has given up the complaint. The Bank shall not be liable for any harmful consequences caused by the Client's delay in complaining or providing the additional arguments to the complaint.

3. The Bank shall in writing inform the Client – beneficiary of the loan about the grounded reasons relating to the complaint and the measures and actions taken within 15 days from the date of receipt of the complaint, unless special general terms and conditions or regulations for particular type of financial service prescribe a different deadline.

4. The bodies of the Bank that conduct the procedure for resolving complaints and their authorizations in resolving complaints are prescribed by the Bank's rulebooks and policies.

5. Protection of consumer rights, in terms of the law governing consumer loans, is done in accordance with the provisions of that law.

XII AMENDMENTS TO GENERAL TERMS AND CONDITIONS

The Bank may, at any time, amend these General Terms and Conditions. Information on the General Terms and Conditions shall be published no later than two months before the proposed date of implementation of such amendment/change, unless otherwise required by mandatory regulations. The General Terms and Conditions shall be displayed at the Bank's counters or in the Bank's premises intended for Clients or available in writing for participants involved in loan transaction (beneficiaries of the loan, co-borrowers, guarantors).

XIII FINAL PROVISIONS

1. Apart from these General Terms and Conditions, in the premises of the Bank the clients may obtain the Bank's brochures that include among others the general business terms and conditions for particular products/services of the Bank.

2. A client may ask from the Bank the further explanations and instructions on the implementation of the General Terms and Conditions.

3. As of the day of starting the implementation of the General Terms and Conditions, the Bank shall enter a provision noting that a client is informed about the General Terms and Conditions in all contracts concluded with its clients.

4. All legal relations between a client and the Bank shall be governed by the pertinent legislation of Montenegro.

5. Other internal rulebooks and by-laws of the Bank and legal regulations shall apply to any other issues that are not explicitly regulated by these General Terms and Conditions.

6.. In the event that some of the provisions of these General Terms and Conditions after publication are found in contradiction with the laws and other regulations, these laws and regulations will apply until making the amendment and / or supplements to these General Terms and Conditions. If any of the provisions contained in these General Terms and Conditions will be a posteriori found as null and void, it will not have an effect on other provisions, which in such case remain legally valid, provided that the contracting parties replace the null and void provision with a legally valid provision that will enable the achievement of the goal intended to be achieved by a provision found null and void.

7. By signing the contract on the use of certain banking and / or financial services or by signing the application form / request for issuing a payment instrument, the Client confirms that he/she is informed about these General Terms and Conditions, that he/she has been previously informed about the terms of certain banking / financial services, that the Bank has provided the Client with all previous information and that he/she fully agrees with this information.

8. The Client shall inform the authorized persons (representatives) for the Client's accounts with the content of these General Terms and Conditions. It is considered that the authorized person has accepted these General Terms and Conditions at the time of undertaking the first action on the basis of the issued power of attorney. These General Terms and Conditions apply accordingly to authorized persons and / or legal representatives and / or legal guardians who undertake legal actions in the name and on behalf of the Client.

9. These General Terms and Conditions come into force on the day of their adoption and apply to all Clients as of 16.07.2022.

10. With the entry into force of these General Terms and Conditions, the General Terms and Conditions as of 15 February 2022 shall be abolished.