

**eBank pristupnica za nerezidente**  
 (eBank application for foreign legal entities - non residents)

**Podaci o Korisniku (Personal data of the Company):**

<b>Naziv preduzeća (Company name):</b>		
<b>Poreski broj (Tax No.):</b>		
<b>Adresa, pošta i mesto (Company address, City and Postal code):</b>		
<b>Ime i prezime zakonskog zastupnika (Name and Surname of the Legal Representative)</b>		
<b>Poslovni br. telefona (business telephone No.):</b>		<b>Poslovni email (business email address):</b>
<b>Brojevi računa (Acc. Numbers):</b>		

**Podaci o ovlašćenom licu (Personal data of the Plenipotentiary):**

 Broj potpisnika sa pravom potpisa na:  
 (Number of authorized signatories on)

 a) desnoj strani 1 2 3  
 (the right side)

 b) levoj strani 1 2 3  
 (the left side)

 Opcije potpisivanja:  
 (Signature options)

- 0-Nema pravo potpisa (Does not have the right to sign),  
 1-Individualni potpisnik (Individual signatory),  
 2-Pravo potpisa na levoj ili desnoj strani (Right to sign on the left or right side),  
 3-Pravo potpisa na levoj strani (Right to sign on the left side),  
 4-Pravo potpisa na desnoj strani (Right to sign on the right side)

	Ime i prezime (Name and surname)	Unošenje podataka (Data entry)	Pregled podataka (Data review)	Slanje podataka (Sending data)	Potpisivanje (Signing)
1		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
2		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
3		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4

Napomena (Note): \_\_\_\_\_

**Broj potrebnih čitača pametnih kartica (number of necessary smart card readers):**

Svojeručnim potpisom zakonski zastupnik/prokurista potvrđuju da su upoznati sa svrhom prikupljanja i obradom podataka koja se odnosi na identifikaciju zakonskog zastupnika/preduzetnika kao i da im je uručeno/dostavljeno Obaveštenje o obradi podataka o ličnosti pre prikupljanja njihovih ličnih podataka i da su upoznati da je ažurna verzija Obaveštenja o obradi podataka o ličnosti dostupna na internet stranici Banke i u svim ekspoziturama Banke. Takođe, izjavljuju da su upoznati sa Ugovorom o pružanju usluga elektronskog bankarstva za strana pravna lica Komercijalne banke a.d. Beograd, kao i da ga prihvata u potpunosti. Istovremeno izjavljuju da poseduje PC računar sa instaliranim aktuelnim MS Windows OS i da je na njemu omogućen pristup internetu. (With their personal signature, the legal representative/procurator confirm that they are aware of the purpose of gathering and processing the data that relate to identification of the legal representative/entrepreneur and that the Notification on personal data processing has been delivered/sent to them before their personal data was gathered and that they are aware that the updated version of the Notification on personal data processing is available on the bank's webpage and in all the bank's branches. I also state that I am aware of the Contract on provision of electronic banking services for foreign legal entities of Komercijalna banka a.d. Beograd and that I fully accept it. I also state that I have a personal computer with the current MS Windows OS installed and it allows internet access.)

<b>Popunjava banka (Filled in by the Bank)</b>		<b>Pečat korisnika i potpis zakonskog zastupnika ili prokuriste (Stamp and signature of the user legal representative)</b>
<b>Datum:</b>		
<b>Matični broj u Banci:</b>		
<b>Proverio - ime i prezime:</b>	<b>Potpis:</b>	

**GENERALNA NARUDŽBENICA**  
**za izdavanje kvalifikovanih elektronskih sertifikata za ovlašćena lica PRAVNOG LICA**  
**(OVERALL REQUEST FORM FOR ISSUANCE OF QUALIFIED CERTIFICATE**  
**FOR COMPANIES)**

<b>Naziv preduzeća (Company name):</b>	
<b>Matični broj (Business identification number):</b>	
<b>Poreski broj (Tax No.):</b>	
<b>Adresa (Company address):</b>	
<b>Pošta i mesto (City and Postal code):</b>	

Narudžbenicu za dobijanje kvalifikovanih elektronskih sertifikata za ovlašćena lica pravnih lica, registrovanih za obavljanje delatnosti, ispunjava zastupnik pravnog lica i svi budući vlasnici kvalifikovanih elektronskih sertifikata, za koje želi pravno lice dobiti kvalifikovani elektronski sertifikat. Ispunjeni zahtev, zakonski zastupnik pravnog lica, zajedno sa fotokopijom identifikacijskog dokumenta budućeg vlasnika sertifikata fotokopijom odluke o upisu u Agenciju za privredne registre ili drugi odgovarajući registar, predaje na adresu Komercijalne banke A.D. Beograd.

(Request form for obtaining a personal qualified digital issued for Plenipotentiaries of the legal persons, registered for the pursuit of activities, is filled in by the legal representative of the legal person and by all of the future owners of the digital certificates, for which the legal person wants to obtain the digital certificate. The legal representative of the company will send the request form together with the copy of the ID of the future certificate owner (personal ID or passport) and with the document of registration in the Serbian business register agency or other appropriate register, to the address: Komercijalne banke A.D. Beograd.)

Obrada i zaštita podataka posebno su regulisani Pravilima zaštite podataka i deo su Zahteva lica za koje se naručuje izdavanje kvalifikovanog elektronskog sertifikata CA2Q. Zbog zahteva važećih propisa, sigurnosti pravnog prometa i tehnoloških uslova, bez ove saglasnosti za obradu podataka nije moguće izdati kvalifikovani elektronski sertifikat.

(Data processing and protection are separately regulated by the Data Protection Rules and are part of the Request of the authorized person For issuance of personal qualified digital certificate on the smart card and/or identification of electronic banking user CA2Q. Due to the requirements of the applicable regulations, safety of the legal transaction and technological conditions, without this approval for data processing it is not possible to issue a qualified electronic certificate.)

Pravno lice je upoznato sa važećim pravilima pružaoca usluga od poverenja Halcom BG CA i izjavljuje da ih ona obavezuje i da će se ponašati po uputstvima pružaoca usluga od poverenja. Pravno lice garantuje, da će neosporno utvrditi identitet imalaca sertifikata u skladu sa važećim propisima (zvanični dokument sa slikom). Pravno lice se kao poslodavac vlasnika kvalifikovanih elektronskih sertifikata obavezuje, da će zaposleni ispunjavati sve odredbe važećih pravila Halcom BG CA i važeće propise, koji su dostupni na internet stranici (<http://www.halcom.rs>).

(Company agrees to comply with the valid service trust provider Halcom BG CA rules and Halcom BG General Conditions which are published on <http://www.halcom.rs> and declares them binding and agrees to act in accordance with service trust provider instructions. Company assures that it will identify beyond any doubt the identity of the certificate holder in accordance with the valid regulations (official identification document with holder's photograph). Company as the qualified digital certificate holders employer undertakes to that the employees will meet all the valid Halcom BG CA rules and valid regulations' requirements that are available on the webpage (<http://www.halcom.rs>)).

**Mesto i datum**

(Place and date)

**Potpis zakonskog zastupnika  
i pečat (ukoliko koristi)**

Signature of the user legal and stamp (if you use)

**ZAHTEV LICA**

za koje se naručuje izdavanje kvalifikovanog elektronskog sertifikata  
(REQUEST OF THE AUTHORIZED PERSON)

for issuance of personal qualified digital certificate on the smart card and/or identification of electronic banking user)

**1. Podaci o licu za koje se izdaje kvalifikovani elektronski sertifikat (Personal data of the qualified certificate user)**

Ime i prezime (Name and Surname):	
Datum rođenja (Date of birth):	
Stalno prebivalište (Place of residence):	
Br. ličnog dokumenta (Identification document No.):	
Izdao (Issuer of the Identification document):	
Matični broj (Personal identification No.):	
Poslovni telefon (Business telephone No.):	
Poslovni email (Business email):	

Ne želim da moj sertifikat sadrži JMBG (I do not want my certificate to contain JMBG).

**Napomena:** Sertifikat mora sadržati JMBG ili broj ličnog dokumenta. Sertifikati koji ne sadrže JMBG u ovom momentu nisu pogodni za rad sa državnim portalima. (Note: Certificate must contain JMBG or the number of personal identification document. Certificates that do not contain JMBG at this moment are not eligible for work with the state portals.)

**Želim da preuzmem sertifikat i PIN (I want to take over the certificate and the PIN code):**

Lično (personally) u Halcom BG CA, Beogradska 39/3, Beograd

Putem kurirske službe na adresu u RS (order the delivery via courier service on clients address in RS):

**Napomena:** Ukoliko označite isporuku putem kurirske službe, sertifikat i PIN kod se isporučuju odvojeno. Kurirska služba može da isporuči pošiljku isključivo licu koje je navedeno na ovom zahtevu! (**NOTE:** If you mark a delivery via courier service, the certificate and the PIN code are delivered separately. Courier service can deliver the consignment exclusively to the person that is indicated on this request!)

U kvalifikovanom elektronskom sertifikatu su, pored podataka pružaoca usluga od poverenja Halcom CA, upisani i lični podaci vlasnika sertifikata sa ovog zahteva, u skladu sa važećom politikom Halcom BG CA dostupnoj na internet stranici (<http://www.halcom.rs>). U cilju zaštite podataka, javno je dostupan samo registar opozvanih sertifikata, dok je pristup centralnom registru izdatih sertifikata dostupan samo ovlašćenim licima. Obrada i zaštita podataka posebno su regulisani Pravilima zaštite podataka i podložni su posebnoj saglasnosti budućeg vlasnika sertifikata kao sastavni deo ovog obrasca. Zbog zahteva važećih propisa, sigurnosti pravnog prometa i tehnoloških uslova, **bez ove saglasnosti za obradu podataka nije moguće izdati kvalifikovani elektronski sertifikat**. Potpisom garantujem za istinitost datih podataka i obavezujem se da ću odmah saopštiti svaku promenu podataka, koja bi mogla uticati na ispravnost sertifikata. Potvrđujem da sam upoznat sa sadržajem važećih pravila Halcom BG CA i izjavljujem da ću se ponašati u skladu sa njima. (Apart from the data about the trust service provider Halcom CA, the qualified electronic certificate contains also the personal data about the certificate owner from this request, in accordance with the applicable policy of Halcom BG CA available on the webpage (<http://www.halcom.rs>). With the aim of data protection, only the registry of revoked certificates is publicly available, while access to the central registry of issued certificates is available to authorized persons only. Data processing and protection are separately regulated by the Data Protection Rules and are liable to a special consent from the future owner of the certificate, as an integral part of this form. Due to the requirements of the applicable regulations, safety of legal transactions and technological conditions, **without this consent for data processing it is not possible to issue a qualified electronic certificate**. I guarantee with my signature for the accuracy of the data provided and I am obliged to immediately report any change in the data that might affect the validity of the certificate. I confirm that I am aware of the contents of the applicable rules of Halcom BG CA and I declare that I will act in accordance with them.)

**2. Podaci o izdatoj digitalnoj potvrdi (ispunjava Halcom BG CA)**

(Issued digital certificate data (filled in by HALCOM BG CA))

Broj izdate kartice: (Smart card No.)		Datum izdavanja potvrde: (Certificate issue date)	
Potpis ovlašćenog lica: (Plenipotentiary Signature):			

**OBAVEŠTENJE I SAGLASNOST ZA OBRADU PODATAKA O LIČNOSTI  
(NOTIFICATION AND CONSENT FOR PROCESSING PERSONAL DATA)**

Dole potpisani/-a, obavešten/-a sam da je Halcom a.d., Beogradska 39, 11000 Beograd dužan da obrađuje moje lične podatke za potrebe sigurnosti i provere identiteta u okviru elektronskih usluga kao kvalifikovani pružalac usluga od poverenja i rukovalac podataka o ličnosti na osnovu važećih propisa, posebno Zakona o elektronskom dokumentu, elektronskoj identifikaciji i uslugama od poverenja u elektronskom poslovanju i Zakona o zaštiti podataka o ličnosti, na osnovu ugovora sa naručiocem kvalifikovanih elektronskih sertifikata ili usluga poverenja i na osnovu Pravila zaštite podataka objavljenih na [www.halcom.rs](http://www.halcom.rs). Halcom je kvalifikovani pružalac usluga od poverenja i upisan je u Registar pružalaca kvalifikovanih usluga od poverenja Ministarstva trgovine, turizma i telekomunikacija. (I, the undersigned, have been informed that Halcom a.d., Beogradska 39, 11000 Beograd is obliged to process my personal data for the purposes of security and identity verification within electronic services as a qualified trusted service provider and personal data manager based on valid regulations, especially the Law on Electronic Document, Electronic Identification and Trust Services in Electronic Business and the Law on Personal Data Protection, based on the contract with the ordering party of the qualified electronic certificates or trust services and based on the Data Protection Rules published on [www.halcom.rs](http://www.halcom.rs). Halcom is a qualified trusted service provider and is registered in the Register of Trusted Qualified Service Providers of the Ministry of Trade, Tourism and Telecommunications.)

U svrhu sigurnosti elektronskog poslovanja i u skladu sa propisima o uslugama od poverenja, Halcom proverava tačnost podataka o ličnosti kod državnih organa koji upravljaju javnim evidencijama ili pribavlja podatke o ličnosti iz drugih službenih baza podataka za sve podatke koje nisam dostavio/-la i koji su potrebni za postizanje svrhe poslovanja saglasno narudžbenici za kvalifikovani sertifikat ili ostale Halcom-ove usluge od poverenja. Na zakonit i legitiman zahtev, Halcom je dužan da dostavi moje podatke o ličnosti državnim organima ili drugim ovlašćenim licima. U cilju sigurnog i efikasnog elektronskog potpisa u oblaku (cloud sertifikat), Halcom pored podataka o elektronskom sertifikatu takođe obrađuje i podatke i dokumente u vezi sa elektronskim potpisom u oblaku, ali samo ako koristim takvu uslugu. (For the purpose of electronic business security and in accordance with the regulations on trusted services, Halcom checks the accuracy of personal data with the state bodies that manage public records or obtains personal data from other official databases for all data that I have not submitted and that are required to achieve the purpose of the business in accordance with the purchase order for a qualified certificate or other trusted Halcom services. Upon a lawful and legitimate request, Halcom is obliged to submit my personal data to the state bodies or other authorized persons. For the purpose of secure and efficient electronic signature in the cloud (cloud certificate), Halcom, in addition to the data on the electronic certificate, also processes data and documents related to the electronic signature in the cloud, but only if I use such a service.)

Istovremeno, dajem izričitu pismenu saglasnost za obradu mojih ličnih podataka i ovlašćujem Halcom a.d. Beograd, Beogradska 39, 11000 Beograd, da obrađuje, koristi i ograničeni period čuva moje podatke o ličnosti i druge podatke sadržane u elektronskom sertifikatu, te da podatke o elektronskom sertifikatu objavljuje u imeniku elektronskih sertifikata izdatom saglasno propisima o uslugama od poverenja. Na osnovu ove saglasnosti, Halcom licima sa kojima elektronski poslujem (npr. banke, osiguravajuće kuće, državni organi i drugi), dostavlja podatke o elektronskom sertifikatu u imeniku i javno objavljuje podatke u sertifikatu. Halcom takođe vrši proveru tačnosti podataka i pruža informacije o načinu lične identifikacije partnerima koji pružaju srodne usluge (npr. elektronska identifikacija, elektronski potpis, elektronsko bankarstvo, mobilno plaćanje) ako kod poručivanja njihovih elektronskih usluga to izričito odobrim i ako važeći propisi zahtevaju obaveznu identifikaciju. (At the same time, I give my explicit written consent for the processing of my personal data and authorize Halcom a.d. Beograd, Beogradska 39, 11000 Beograd, to process, use and keep for a limited time my personal data and other data contained in the electronic certificate, and to publish the data on the electronic certificate in the directory of electronic certificates issued in accordance with regulations on trusted services. Based on this consent, Halcom submits the data on the electronic certificate in the directory and the publicly published data in the certificate to the persons with whom I do business electronically (e.g., banks, insurance companies, government authorities, etc.). Halcom also verifies the accuracy of the data and provides information on manner of personal identification to partners providing related services (e.g., electronic identification, electronic signature, electronic banking, mobile payment) if I explicitly approve this when ordering their electronic services and if applicable regulations require mandatory identification.)

Svestan/-na sam da mogu u bilo kom trenutku pismeno povući svoju saglasnost, ali to može imati posledice za važenje kvalifikovanog sertifikata ili pružanje usluge od poverenja. Isto tako, povlačenje saglasnosti ne utiče na obradu i čuvanje podataka, koju kao obavezu nalažu važeći zakoni. (I am aware that I may withdraw my consent in writing at any time, but this may have consequences for the validity of a qualified certificate or the provision of a trusted service. Also, the withdrawal of consent does not affect the processing and storage of data, which is required by applicable laws.)

Sve ostale informacije, koje nisu sadržane u elektronskom sertifikatu i nisu objavljene, strogo su zaštićene u skladu sa propisima o zaštiti podataka i koriste se isključivo u svrhu upravljanja sertifikatima i sigurnog elektronskog bankarstva i elektronskog poslovanja, te se ne koriste u druge svrhe. (All other information, which is not contained in the electronic certificate and is not published, is strictly protected in accordance with data protection regulations and is used exclusively for the purpose of certificate management and secure electronic banking and electronic business, and is not used for other purposes.)

Podatke o ličnosti u vezi sa elektronskim sertifikatima i uslugama poverenja, Halcom čuva u skladu sa važećim propisima i standardima sedam godina nakon prestanka važenje sertifikata. Ostale podatke čuva najviše 6 godina nakon prestanka ugovornog odnosa, osim ako nije drugačije propisano važećim zakonom. (Halcom keeps personal data related to electronic certificates and trust services in accordance with applicable regulations and standards for seven years after the certificate expires. He keeps other data for a maximum of 6 years after the termination of the contractual relationship, unless otherwise prescribed by the applicable law.)

Sve informacije u vezi sa zaštitom ličnih podataka dostupne su na <http://www.halcom.rs>. Za sva pitanja i za ostvarivanje prava (davanje ili povlačenje saglasnosti, pristup vašim ličnim podacima, praćenje pristupa ličnim podacima itd.) na raspolaganju vam je Ovlašćeno lice za zaštitu podataka (na engleskom: DPO); Halcom a.d., Beogradska 39, 11000 Beograd, mail: [dpo@halcom.rs](mailto:dpo@halcom.rs). (All information regarding personal data protection is available at <http://www.halcom.rs>. For all questions and for exercising rights (giving or withdrawing consent, access to your personal data, monitoring the access to personal data, etc.), the Data Protection Officer, and/or Person Authorized for Data Protection is at your disposal (in English: DPO); Halcom a.d., Beogradska 39, 11000 Beograd, mail: [dpo@halcom.rs](mailto:dpo@halcom.rs).)

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**Mesto i datum**  
**(Place and date)**

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**Potpis ovlašćenog lica**  
**kome se izdaje potvrda**  
**(Plenipotentiary Signature)**

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**Potpis zakonskog zastupnika**  
**i pečat korisnika ((ukoliko koristi)**  
**(Signature of the user legal and**  
**Representative (if you use))**

Broj ugovora (Contract number) \_\_\_\_\_

**UGOVOR O PRUŽANJU USLUGA  
ELEKTRONSKOG BANKARSTVA STRANIM  
PRAVNIM LICIMA - NEREZIDENTIMA****AGREEMENT ON PROVIDING E-BANK  
SERVICES FOR FOREIGN LEGAL ENTITIES –  
NON RESIDENTS**Zaključen dana \_\_\_\_\_.20\_\_\_\_.godine u Beogradu između  
ugovornih strana:

Concluded on \_\_\_\_\_.20\_\_\_\_ in Belgrade between:

**1. KOMERCIJALNE BANKE AD BEOGRAD,**  
Svetog Save 14, Beograd, m.br. 07737068,  
PIB 100001931, koju zastupa Vlastimir Vuković,  
predsednik Izvršnog odbora Banke, (u daljem tekstu:  
**Banka**), sa jedne strane

**1. KOMERCIJALNE BANKE A.D. BEOGRAD,**  
from Belgrade, 14, Svetog Save Reg.No. 07737068,  
TIN 100001931 represented by President of the Executive  
board Vlastimir Vuković (hereinafter referred as the **Bank**),

and

i

2. \_\_\_\_\_ sa sedištem u  
\_\_\_\_\_ koga zastupa  
\_\_\_\_\_ sa druge strane

2. \_\_\_\_\_, with registered seat i  
\_\_\_\_\_ represented by  
\_\_\_\_\_ as counter-party

(u daljem tekstu **Korisnik**),(hereinafter referred to as: **Beneficiary**),

a pod sledećim uslovima

Under the following terms and conditions

**Član 1.****Article 1**

Ugovorom o pružanju usluga elektronskog bankarstva stranim pravnim licima – nerezidentima (u daljem tekstu: Ugovor) utvrđuju se prava i preuzimaju obaveze regulisane Opštim uslovima pružanja platnih usluga pravnim licima (u daljem tekstu: Opšti uslovi) po osnovu izdavanja i korišćenja platnih instrumenata elektronskog bankarstva - elektronskih servisa za pravna lica: Hal E-Bank.

Agreement on providing electronic banking services for foreign legal entities - non residents (hereinafter: the Agreement) sets forth the rights and undertakes obligations under the terms and conditions for the provision of payment services to legal entities (hereinafter: General Terms and Conditions) based on the issuance and use of payment instruments of electronic banking - electronic services for legal entities: Hal E-Bank.

U skladu sa ovim Ugovorom, Banka se obavezuje da Korisniku omogući obavljanje platnih transakcija preko tekućeg računa otvorenog u Banci na osnovu Okvirnog ugovora o pružanju platnih usluga pravnim licima (u daljem tekstu: Okvirni ugovor), plaćanje obaveza izdavanjem platnih naloga sa tekućim datumom i plaćanje obaveza sa datumom unapred, uvid u stanje, pregled promena i izvoda po tekućem računu i prijem i slanje ličnih i opštih poruka.

In accordance with this Agreement, the Bank undertakes to enable the Beneficiary to execute payment transactions through a current account held with the Bank on the basis of the Framework Agreement on the provision of payment services to legal entities (hereinafter the Framework Agreement), payment obligation by issuing payment orders with the current date and payment of obligations through forward transactions, review of the balance, review of the changes, current account statements and receiving and sending personal and general messages.

Ovaj Ugovor je sastavni deo Okvirnog ugovora.

This Agreement is an integral part of the Framework Agreement.

**Član 2.**

Uslovi i način korišćenja elektronskih servisa uređeni su Pravilima korišćenja elektronskih servisa za pravna lica i preduzetnike (u daljem tekstu: Pravila), koja su sastavni deo ovog Ugovora.

Prava, obaveze i odgovornost Banke i Korisnika u vezi sa izvršavanjem platnih transakcija regulisani su Opštim uslovima.

**Član 3.**

Banka omogućava Korisniku korišćenje elektronskog servisa na osnovu prijave Korisnika na obrascu – E-Bank pristupnica za nerezidente (u daljem tekstu: Pripupnica). Popunjavanjem Pripupnice Korisnik obezbeđuje neophodne kontakt podatke, vrši izbor elektronskog servisa, određuje lica koja imaju pravo korišćenja i definiše nivo tih ovlašćenja za korišćenje elektronskog servisa.

Potpisana Pripupnica je sastavni deo ovog Ugovora.

Korisnik je odgovoran za istinitost i potpunost svih dostavljenih podataka na osnovu kojih je Banka vrši aktivaciju elektronskog servisa i dužan je da Banci nadoknadi svaku štetu, gubitak ili trošak koji je nastao kao posledica dostave neistinitih i/ili nepotpunih podataka.

**Član 4.**

Korisnik je saglasan da se obaveštenja u vezi sa ovim ugovornim odnosom dostavljaju putem elektronskog servisa, slanjem e-mail ili SMS poruke, u skladu sa podacima prijavljenim u Pripupnici odnosno naknadno prijavljenim promenama podataka.

Banka zadržava pravo izmene vrsta elektronskih servisa koje nudi i njihovog unapređivanja, o čemu obaveštava Korisnika na način predviđen stavom 1. ovog člana i putem Internet stranice Banke.

**Član 5.**

Ugovorene strane se obavezuju da raspolažu sredstvima i obavljaju transakcije na računima u skladu sa zakonima Republike Srbije.

**Article 2**

Terms and method of use of electronic services are governed by the Rules of use of electronic services for legal entities and entrepreneurs (hereinafter: the Rules), which are an integral part of this Agreement.

The rights, duties and responsibilities of the Bank and Beneficiary in connection with the execution of payment transactions are regulated by the General Terms and Conditions.

**Article 3**

The Bank extends the use of electronic services on the basis of an application of the Beneficiary submitted on the form - E-Bank application form for non-residents (hereinafter: the Application).

By completing the Application, the Beneficiary shall provide the necessary contact details, select electronic services, specify the persons who shall have user rights and define the level of these authorizations for the use of electronic services.

The signed application form is an integral part of this Agreement.

The Beneficiary shall be responsible for the accuracy and completeness of the submitted data based on which the Bank shall activate electronic service and shall undertake to compensate the Bank for any damages, loss or expense incurred as a consequence of the delivery of inaccurate and / or incomplete data.

**Article 4**

The Beneficiary agrees that the notice in connection with this contractual relationship shall be sent via electronic service, by sending e-mail or text messages, according to the data specified in the Application, or subsequently reported changes of data.

The Bank reserves the right to change the types of electronic services offered and their improvement, and shall inform the Beneficiary thereof in the manner provided for in paragraph 1 of this Article and through the Bank's website.

**Article 5**

The parties undertake to dispose of the funds and carry out transactions in the accounts in accordance with the laws of the Republic of Serbia.

**Član 6.**

Korisnik je izričito saglasan da se informacije i obavještenja u vezi sa ovim ugovornim odnosom dostavljaju putem aplikacija za elektronsko i mobilno bankarstvo, kao i da se Banka može direktno oglašavati putem poslovnih kontakata dostavljenih od strane korisnika ( email, telefon i dr.)

Banka može vršiti obradu podataka u smislu Zakona o zaštiti podataka o ličnosti, koji se odnose na imenovanog zastupnika iz ovog ugovora, u cilju realizacije poslovnog odnosa Banke i Korisnika, radi izvršavanja obaveza Banke u skladu sa zakonom i podzakonskim propisima i na način koji Banka smatra neophodnim i/ili celishodnim u obavljanju svoje delatnosti. Banka može, saglasno odredbama navedenog zakona, bez naknadnog odobrenja imenovanog zastupnika iz ovog ugovora, sve neophodne informacije i podatke koji se odnose na to lice i poslovni odnos sa Bankom, a koji su dostavljeni Banci prilikom uspostavljanja i tokom trajanja poslovnog odnosa, dostaviti nadležnim organima i organizacijama, kao i trećim licima.

Potpisivanjem ovog Ugovora Korisnik potvrđuje da mu je Banka uručila/dostavila Obaveštenje o obradi podataka o ličnosti prilikom prikupljanja istih od strane Banke i potvrđuje da je svim licima čije je podatke dostavio Banci pre pribaljanja istih pružio predmetno Obaveštenje i informaciju da se ažurne verzije istog nalaze na internet stranici Banke i u ekspoziturama Banke.

**Član 7.**

Banka ne snosi odgovornost u slučaju da Korisnik ne može da koristi servise elektronskog bankarstva zbog smetnji u telekomunikacionim kanalima, kao i zbog drugih okolnosti na koje Banka ne može da utiče.

**Član 8.**

Banka se obavezuje da izvršava platne naloge Korisnika u skladu sa Opštim uslovima i važećim propisima.

Korisnik je saglasan potpisom ovog Ugovora da Banka, bez njegove posebne saglasnosti naplati naknadu za pristup, upotrebu i priključenje na E-bank servis prema važećoj Tarifi naknada Banke, neposrednim zaduženjem računa Korisnika.

Korisnik je potpisom ovog Ugovora saglasan da Banka za obavljanje poslova platnog prometa, automatski naplaćuje i obračunava proviziju u skladu sa aktima svoje poslovne

**Article 6**

The User explicitly agrees that the information and notification regarding this contractual relation are submitted through the application for electronic and mobile banking and that the Bank may directly advertise through business contacts submitted by the user (email, telephone, etc.).

The Bank may process the data, in terms of the Personal Data Protection Law, that relate to the appointed representative from this contract, with the aim of realizing the business relation of the Bank and the User, for the purpose of fulfilling the Bank's obligations in accordance with the law and secondary legislation and in the manner the Bank deems necessary and/or appropriate in performing its business activity. The Bank may, in accordance with the provisions of this law, without subsequent approval from the appointed representative from this contract, submit all the necessary information and data that relate to that person and the business relation with the Bank, and which were submitted to the Bank when establishing a business relation and during the business relation, to the competent bodies and organizations, as well as to third persons.

By signing this Contract, the User confirms that the Bank has handed over/submitted to them the Notification on personal data processing when data are gathered by the Bank and confirms that they have given this Notification to all the persons whose data they submitted to the Bank before obtaining them, as well as information that updated versions thereof can be found on the Bank's webpage and in Bank's branches.

**Article 7**

The Bank shall not be liable in the event that the Beneficiary cannot use electronic banking services because of interferences in telecommunication channels, as well as any other circumstances which cannot be influenced by the Bank.

**Article 8**

The Bank undertakes to execute payment orders of the Beneficiary in accordance with the General Terms and effective regulations.

By signing this Agreement the Beneficiary concurs that the Bank may collect, without his/her special consent, the fee for accessing, utilizing and connecting to E-bank services, in line with Bank's applicable Tariff of Fees and Charges, by directly debiting the Beneficiary's account

By signing this Agreement the Beneficiary agrees that the Bank shall, for performing the payment transactions, automatically collect and calculate the commission in

politike. Korisnik ovim Ugovorom ovlašćuje Banku da, radi naplate provizije za izvršene usluge, u skladu sa važećom Tarifom naknada i troškova Banke za usluge pravnim licima, kao i dospelih a neizmirenih potraživanja Banke, može koristiti sva njegova sredstva koja se kao depozit vode kod Banke na dinarskim i deviznim računima po viđenju.

Banka je ovlašćena da za naplatu dinarske provizije i dospelih a neizmirenih potraživanja, koristi prvenstveno dinarska sredstva na računu, a ako tih sredstava nema, da izvrši otkup deviza sa deviznog računa Korisnika, po srednjem kursu na dan naplate.

Korisnik je saglasan da se visina naknade automatski usklađuje sa izmenama akata Banke pri čemu je Banka u obavezi da Tarifom naknada objavi na sajtu Banke, bez obaveza ugovornih strana da o tome zaključe Aneks ugovora.

#### **Član 9.**

Korisnik može jednostrano otkazati korišćenje elektronskog servisa pisanim putem, bez otkaznog roka.

#### **Član 10.**

Na otkaz Ugovora od strane Banke shodno se primenjuju odredbe Opštih uslova o otkazu Okvirnog ugovora.

#### **Član 11.**

U slučaju raskida Ugovora Korisnik je dužan da izmiri sve obaveze u vezi sa pruženim uslugama elektronskih servisa za pravna lica koje su predmet ovog Ugovora.

#### **Član 12.**

Gašenjem tekućeg računa prijavljenog za korišćenje elektronskog servisa, automatski se otkazuje korišćenje elektronskog servisa po tom računu.

#### **Član 13.**

Potpisivanjem ovog Ugovora Korisnik potvrđuje da je upoznat sa Opštim uslovima poslovanja Komerčijalne banke AD Beograd, kao i da su mu pružene sve informacije od značaja za zaključivanje Ugovora.

compliance with the legal documents of its Business policy. By this Agreement the Beneficiary grants the authorization to the Bank, by which it may, for the purpose of collecting fees and commissions for its services, in line with Bank's Tariff of Fees and Charges applicable to services rendered to legal entities, and with aim to collect Bank's due and outstanding claims, use all of his/her funds that are kept as a deposit on sight dinar and foreign currency accounts with the Bank.

For collection of commissions and due and outstanding claims in dinar, the Bank is authorized to use primarily the dinar funds on the account, and should such funds be lacking, then the Bank is entitled to repurchase the foreign currency from the Beneficiary's foreign exchange account, at middle exchange rate applicable on the collection date.

The Beneficiary agrees that the fee amount shall be automatically harmonized with the amendments to Bank's legal documents, whereby the Bank is obligated to publish the Tariff of Fees and Charges on Bank's web site, without the obligation of contractual parties to conclude the Annex to the Agreement, with respect thereto

#### **Article 9**

The Beneficiary can unilaterally terminate the use of electronic services in writing, without specific term of notice.

#### **Article 10**

In case of termination of the Agreement by the Bank, the provisions of the General Terms on termination of the Framework Agreement shall apply accordingly.

#### **Article 11**

In the event of termination of the Agreement, the Beneficiary shall undertake to settle all obligations relating to the provided electronic services to legal entities, which are the subject of this Agreement.

#### **Article 12**

By closing the current account registered for the use of electronic services, the use of electronic services per this account shall be automatically terminated.

#### **Article 13**

By signing this Agreement, the Beneficiary confirms that he is familiar with the General Terms of Operation of Komerčijalna Banka AD Beograd and that he has been given all the information relevant for the execution of this Agreement.



**Član 14.**

Ugovorne strane su saglasne da eventualne sporove po ovom Ugovoru rešavaju sporazumno i uz uvažavanje obostranih interesa.

U slučaju nemogućnosti rešavanja spornog odnosa mirnim putem, ugovorne strane su saglasne da sporni odnos rešava stvarno i mesno nadležan sud u skladu sa važećim

propisima Republike Srbije kojima se reguliše nadležnost sudova.

**Član 15.**

Ugovorne strane su saglasne da se izmene ovog Ugovora mogu vršiti saglasnošću volja ugovornih, zaključenjem aneksa.

U slučaju spora nadležan je Privredni sud u Beogradu.

Odredbe ovog Ugovora su sačinjene na srpskom i na engleskom jeziku. U slučaju neusaglašenosti srpske i engleske verzije teksta, merodavna je verzija na srpskom jeziku.

Ovim Ugovorom ne menjaju se prava i obaveze ugovornih strana regulisanih Ugovorom o otvaranju i vođenju tekućeg deviznog/ dinarskog računa stranih pravnih lica-nerezidenata kod Komerčijalne banke AD Beograd, koji je Korisnik zaključio sa Bankom.

**Član 16.**

Ovaj Ugovor je sačinjen u 2 (dva) istovetna primerka, za svaku ugovornu stranu po jedan.

**Article 14**

The Parties agree that any disputes under this Agreement shall be resolved by mutual consent and with respect of mutual interests.

If amicable resolving of the disputed relation is not possible, the parties agree that the disputed relation shall be resolved by *ratione materiae* and *ratione loci* competent

court in accordance with the effective regulations of the Republic of Serbia that govern the jurisdiction of courts.

**Article 15**

The contractual parties agree that the amendments to this Agreement can be made by consent of both parties, by concluding the Annex to this Agreement.

In case of dispute, the parties agree to subject to jurisdiction of the Commercial Court in Belgrade.

The provisions of this Agreement are written in both Serbian and English language. In case of any discrepancy between the Serbian and English version of the wording, the Serbian version shall prevail.

This Agreement does not alter in any way the rights and obligations of the contractual parties as stipulated by the Agreement on opening and maintaining the current foreign currency/dinar account of foreign legal entities – non-residents, with Komerčijalna Banka AD Beograd, which the Beneficiary concluded with the Bank.

**Article 16**

This Agreement has been made in 2 (two) identical copies, one copy for each contractual party

**Za Banku (For the Bank)****Za Korisnika (For the Beneficiary)**