

E-Bank pristupnica za nerezidente
E-Bank application for foreign legal entities – non residents**Podaci o klijentu** (Personal data of the Company):

Naziv preduzeća (Company name):	
Poreski broj (Tax No.):	
Adresa (Company address):	
Pošta i mesto (City and Postal code):	
Telefon (Telephone No.):	
Elektronska adresa (E-mail address):	
Brojevi računa (Acc. Numbers):	

Podaci o zakonskom zastupniku (Personal data of the Legal Representative):

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.):	
Telefon (Telephone No.):	
Elektronska adresa (E-mail address):	

Izjavljujem da sam upoznat sa Ugovorom o pružanju usluga elektronskog bankarstva za strana pravna lica Komercijalne banke a.d. Beograd, kao i da ga prihvatam u potpunosti. Istovremeno izjavljujem da posedujem PC računar sa instaliranim aktuelnim MS Windows OS i da je na njemu omogućen pristup internetu.

(I here by declare that i agree with all the terms of the Agreement on providing e-bank services for foreign legal entities – non residents with Komercijalna Banka a.d Belgrade. I also declare that i own a PC computer with currently supported MS Windows OS with internet access)

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

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
4		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
5		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
6		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
7		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
8		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
9		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4
10		Da (Yes) Ne (No)	Da (Yes) Ne (No)	Da (Yes) Ne (No)	0 1 2 3 4

Napomena (Note): _____

Popunjiva banka (Filled in by the Bank)		Pečat korisnika i potpis zakonskog zastupnika ili prokuriste (Stamp and signature of the user legal representative)
Matični broj u Banci (Business identification number in the Bank) :		
Proverio (Checked by):		
Ime i prezime (Name and Surname)		
Potpis (Signature)		
Datum (Date)		

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

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

Narudžbenicu za dobijanje kvalifikovanih elektronskih sertifikata izdatih od strane Sertifikacionog tela Halcom BG CA za ovlašćena lica pravnih lica, registrovanih za obavljanje delatnosti, ispunjava zastupnik pravnog lica i svi budući imaoци kvalifikovanih elektronskih sertifikata, za koje želi pravno lice dobiti kvalifikovani elektronski sertifikat. Ispunjeni zahtev, zakoniti zastupnik pravnog lica, zajedno sa fotokopijom svog identifikacijskog dokumenta i 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 by Certification authority Hacom BG CA 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 holders 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 duly certified copy of the identification document (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.)

Sa potpisom, izražavam saglasnost, da Halcom BG CA obrađuje, upotrebljava i trajno čuva podatke iz ove narudžbenice, za namene elektronskog poslovanja, u skladu sa dokumentima CP i CPS (CP name: Halcom BG CA PL, CPOID:1.3.6.1.4.1.5939.10.1.2).

(With my signature I agree that Halcom BG CA processes, uses and permanently stores the data from this request form for the electronic commerce purposes in accordance with the documents CP and CPS (CP name: Halcom BG CA, CPOID:1.3.6.1.4.1.5939.10.1.2).

Pravno lice je upoznato sa važećom politikom Halcom BG CA i izjavljuje da ih ona obavezuje i da će se ponašati po uputstvima sertifikacionog tela. 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.

(Company agrees to comply with the valid 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 CA 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.)

Naručujem izdavanje potvrda za lica navedena na pojedinačnim zahtevima (CA2 Q):

(Hereby I order issuance of the digital certificate for persons specified in single request forms):

Mesto i datum
(Place and date)

Pečat korisnika i potpis
zakonskog zastupnika ili prokuriste
(Stamp and signature of the user legal representative)

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.):	
Telefon (Telephone No.):	
Elektronska adresa (E-mail address):	

Potpisom izražavam saglasnost da Halcom BG CA obrađuje, upotrebljava i trajno čuva podatke iz ove narudžbenice za namene elektronskog poslovanja, a u skladu sa dokumentima CP i CPS (CP name: Halcom BG CA PL, CPOID: 1.3.6.1.4.1.5939.10.1.2). (With my signature I agree that Halcom BG CA processes, uses and permanently stores the data from this request form for the electronic commerce purposes in accordance with the CP and CPS documents (CP name: Halcom BG CA, CPOID:1.3.6.1.4.1.5939.10.1.2) -source: <http://www.halcom.rs>)

Potpisom garantujem za istinitost datih podataka i dozvoljavam njihovu upotrebu u skladu sa važećim pravilima Halcom BG CA, kao i javnu objavu u registru opozvanih sertifikata. Isto tako se obavezujem da ću odmah saopštiti svaku promenu podataka koja bi mogla uticati na ispravnost sertifikata. Potvrđujem da sam upoznat sa sadržajem važećih pravila Halcom BG CA2 i izjavljujem da ću se ponašati u skladu sa njim.

(With my signature I guarantee the content in this request form and allow its use in accordance with the valid Halcom BG CA rules and allow its publication in a public directory or the Certificate Revocation List. I undertake to immediately report any change of data that could affect the validity of the certificate. I hereby confirm that I had been made aware of the valid Halcom BG CA2 rules and declare that I will act in accordance with them)

Mesto i datum

(Place and date)

**Potpis ovlašćenog lica
kome se izdaje potvrda**
(Plenipotentiary Signature)**Pečat korisnika i potpis
zakonskog zastupnika ili prokuriste**
(Stamp and signature of the user
legal representative)**2. Podaci o izdatoj digitalnoj potvrđi (ispunjava Halcom BG CA)**

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

Serijski broj potvrde: (Certificate Serial No.):	
Broj izdate kartice: (Smart card No.):	
Datum izdavanja potvrde: (Certificate issue date)	
Ime i prezime ovlašćenog lica: (Name and Surname of the Plenipotentiary)	
Zahtev primio: (Request received by)	
Potpis ovlašćenog lica: (Plenipotentiary Signature):	

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 dr. Vladimir Medan,
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 dr. Vladimir Medan (hereinafter referred as the
Bank),

i

and

2. _____ sa sedištem u
_____ koga zastupa
_____ sa druge strane**2.** _____ , with egistered 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.

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.

Član 3.

Banka omogućava Korisniku korišćenje elektronskog servisa na osnovu prijave Korisnika na obrascu – E-Bank pristupnica za nerezidente (u daljem tekstu: Pristupnica). Popunjavanjem Pristupnice 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 Pristupnica 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 Pristupnici 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 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.

Potpisivanjem ovog Ugovora Korisnik daje saglasnost da Banka može vršiti obradu podataka o ovlašćenom licu Korisnika u smislu člana 3. Zakona o zaštiti podataka o ličnosti, 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 i potvrđuje da Banka može, saglasno odredbama navedenog zakona, bez naknadnog odobrenja Korisnika, sve neophodne informacije i podatke, a koji su dostavljeni Banci prilikom uspostavljanja poslovnog odnosa, dostaviti nadležnim organima kojima je po zakonu dužna iste da dostavi.

Korisnik je saglasan da mu Banka može uputiti oglasnu poruku putem elektronskih servisa u korišćenju odnosno kontakt podataka prijavljenih u Pristupnici, a u skladu sa Zakonom o oglašavanju.

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 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.

Article 6

By signing this Agreement, the Beneficiary agrees that the Bank may process data about the authorized person of the Beneficiary, within the meaning of Article 3 of the Law on the Protection of Personal Data, in order to realize the business relationship between the Bank and the Beneficiary and for the sake of fulfilling the obligations undertaken by the Bank in accordance with laws and regulations, or as the Bank deems necessary and / or expedient in carrying out its activities, and confirms that the Bank may, in accordance with the provisions of that law, without the subsequent approval of the Beneficiary, disclose all the necessary information and data that have been submitted to the Bank when establishing a business relationship, to the competent authorities which obligate the Bank to submit such data according to the law .

The Beneficiary agrees that the Bank may send a publishing notice via electronic services in use or the contact data of applicants registered in the application form, in accordance with the Publishing Law.

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 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.

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.

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.

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

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

Član 9.**Article 9**

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

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

Član 10.**Article 10**

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

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.

Član 11.**Article 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.

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.

Član 12.**Article 12**

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

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

Član 13.**Article 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.

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.**Article 14**

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

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

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

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

propisima Republike Srbije kojima se reguliše nadležnost sudova.

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

Član 15.**Article 15**

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

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.

U slučaju spora nadležan je Privredni sud u Beogradu.

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

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.

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.

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.

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.

Član 16.**Article 16**

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

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)**

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 dr. Vladimir Medan,
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 dr. Vladimir Medan (hereinafter referred as the
Bank),

i

and

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.

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.

Član 3.

Banka omogućava Korisniku korišćenje elektronskog servisa na osnovu prijave Korisnika na obrascu – E-Bank pristupnica za nerezidente (u daljem tekstu: Pristupnica). Popunjavanjem Pristupnice 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 Pristupnica 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.

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.

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 Pristupnici 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.

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.

Član 5.

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

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.

Potpisivanjem ovog Ugovora Korisnik daje saglasnost da Banka može vršiti obradu podataka o ovlašćenom licu Korisnika u smislu člana 3. Zakona o zaštiti podataka o ličnosti, 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 i potvrđuje da Banka može, saglasno odredbama navedenog zakona, bez naknadnog odobrenja Korisnika, sve neophodne informacije i podatke, a koji su dostavljeni Banci prilikom uspostavljanja poslovnog odnosa, dostaviti nadležnim organima kojima je po zakonu dužna iste da dostavi.

Korisnik je saglasan da mu Banka može uputiti oglasnu poruku putem elektronskih servisa u korišćenju odnosno kontakt podataka prijavljenih u Pristupnici, a u skladu sa Zakonom o oglašavanju.

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 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.

Article 6

By signing this Agreement, the Beneficiary agrees that the Bank may process data about the authorized person of the Beneficiary, within the meaning of Article 3 of the Law on the Protection of Personal Data, in order to realize the business relationship between the Bank and the Beneficiary and for the sake of fulfilling the obligations undertaken by the Bank in accordance with laws and regulations, or as the Bank deems necessary and / or expedient in carrying out its activities, and confirms that the Bank may, in accordance with the provisions of that law, without the subsequent approval of the Beneficiary, disclose all the necessary information and data that have been submitted to the Bank when establishing a business relationship, to the competent authorities which obligate the Bank to submit such data according to the law .

The Beneficiary agrees that the Bank may send a publishing notice via electronic services in use or the contact data of applicants registered in the application form, in accordance with the Publishing Law.

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 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.

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.

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.

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

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

Član 9.**Article 9**

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

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

Član 10.**Article 10**

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

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.

Član 11.**Article 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.

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.

Član 12.**Article 12**

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

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

Član 13.**Article 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.

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.**Article 14**

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

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

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

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

propisima Republike Srbije kojima se reguliše nadležnost sudova.

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

Član 15.**Article 15**

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

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.

U slučaju spora nadležan je Privredni sud u Beogradu.

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

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.

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.

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.

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.

Član 16.**Article 16**

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

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)**
