

GENERAL BUSINESS REGULATIONS OF PROCREDIT BANK A.D. BELGRADE APPLICABLE IN BUSINESS OPERATIONS WITH THE CLIENTS ENTREPRENEURS – PART THAT REGULATES DEPOSITS

#### **VII DEPOSITS**

## 1. General provisions

A deposit represents a monetary liability of the Bank, whether in RSD or a foreign currency, as a result of depositing funds into the current or another account, based on which the Bank's legal or contractual obligation to return such funds arises. The terms for acceptance of deposits, rights and obligations of the Bank and the client are provided for by the deposit agreement. The Bank shall pay to the client who has deposited funds with the Bank an interest in the amount set under the General Business Regulations and the deposit agreement under which the customer deposits funds with the Bank.

# 2. Types of deposits and term for which the Bank receives deposits

The Bank shall open and maintain all-purpose and special-purpose deposit accounts on the basis of the request which, with respect to their maturity, comprise demand savings accounts , Flex Save and term savings accounts.

Demand deposits represent funds in the customers' RSD and EUR / USD current accounts held with the Bank, with unspecified maturity. Term deposits represent depositing of funds for a fixed term. Such term shall commence as of the date when such deposit was credited to the deposit account and shall end precisely as of the date of expiry of such agreed term, and in the case of term deposits of entrepreneurs, if such date is not a Bank's business day, it shall end as of the Bank's next business day.

The Bank shall agree on savings for an indefinite period with the client, all-purpose deposit of funds with time deposit between 1 and 12 months with no minimal period for the entrepreneurs. The deposit periods for dedicated deposits shall be agreed in accordance with the payment date and obligations from the basic job insurance which the dedicated deposit was deposited for. The shortest period in which the dinar funds of the Client can be legally all-purpose deposited with foreign currency clause (indexed deposits) is 30 days.

The Bank reserves the right to change the minimum and maximum terms for term deposits

# 3. Minimum deposits accepted by Bank and currency in which the client may deposit funds

The minimum amount of demand deposits for the Client that accrue interest shall be RSD 2.500.000,00, and the maximum amount is not specified.

The minimum amount of all-purpose term deposit for entrepreneur is as follows:

- in local currency, RSD 500,000.00, except for overnight deposits where the minimum amounts shall equal RSD 5,000,000.00,
- in domestic currency with foreign currency clause (indexed deposits) it is determined by the amount of 20,000.00 EUR in RSD equivalent at the average exchange rate of the National Bank of Serbia on the payment date,
- it hasn't been determinated in the foreign currency.

The minimum amount of special-purpose term deposit is not specified.

The Bank reserves the right to change the minimum deposit amounts and currencies which may be deposited to the client's account in accordance with its business goals.

The Bank may, at the client's request, enter into business relationship with such client for the purpose of taking different currencies as deposits, other than the currencies stipulated by these General Business Regulations, in which event all necessary terms and conditions shall be provided for under a specific agreement.

## 4. Currency in which the Bank indexes deposits, exchange rate applied in calculation

The Bank shall index deposits of entrepreneurs in EUR in RSD equivalent at the middle exchange rate of the National Bank of Serbia on the payment date or the date of payoff.

#### 5. Types of nominal interest rates applied to deposits

For RSD and foreign currency demand deposit accounts, a variable nominal interest rate shall be contracted. Interest for demand deposits can be specified in numerical (percentage) amount or as a reference interest rate decreased or increased by a certain number of percentage points. Interest period shall commence on the day when the funds were deposited, and end on the day prior to the day of maturity.

Nominal interest rate for term deposits shall be fixed and may not be changed during the agreed term.

#### 6. The amount of nominal annual interest rates

Nominal annual interest rate shall be expressed as a gross amount, on an annual basis, and shall depend on the type of deposit, currency and the term for which the funds are deposited with the Bank.

The amount of the annual nominal interest rate for deposit funds of entrepreneurs was determined in the Price List, while the amount for the annual nominal interest rates for term deposits is established through provisions of the contract concluded between the Bank and the Client.

#### 7. Method of interest calculation and accrual

When calculating interest on funds in demand deposit accounts of the Client, the Bank shall apply simple (proportional) method of calculation for RSD funds, and compounded method for EUR/USD funds, on the basis of the actual number of days in a month and a 365/366-day year. For clients, interest rates for demand deposits shall be calculated daily, and credited to the client's account every first business day in the month for the previous month for RSD party, and last business day for current month, for EUR/USD party. If the client closes his/her RSD account before the end of interest period (before the end of the last day in the month) interest for demand deposit shall not be credited to that client for that month, even if that client, on certain days, has had more funds than the minimum prescribed for demand deposits in RSD current accounts of the Client.

When calculating interest on term deposits, the Bank shall apply simple interest, on the basis of 365/366-day year and the actual number of days in the relevant term. Interest on term deposits shall be calculated on a daily basis as of date when such deposit was credited to the deposit account until maturity date.

The calculated interest on term deposits shall be paid by crediting the client's current account at the end of contracted period, or in another manner provided for by the agreement entered into between the Bank and the client.

#### 8. Manner and terms of client's disposal of deposited funds

Funds in current accounts of the Client may be disposed of immediately upon effecting payment transaction.

Changes in the amount of demand deposits in the current accounts of clients and closing of such accounts may be performed at any time during the term of the agreement, subject to performance of all obligations to the Bank under these General Business Regulations and agreements entered into between the Bank and the client, but if such amount equals less than the minimum demand deposit amount, as set forth by these General Business Regulations, interest on demand deposits shall not be calculated or shall not accrue. In case of closure of a current accountthe Client shall be entitled to an interest at the rates valid at certain periods over the course of demand deposit term, in excess of the minimum amount set forth by the Price List of the Bank.

By entering into term deposit agreement, the client undertakes to deposit the agreed amount into the account held with the Bank for a fixed term. Duration of the term for term deposits, i.e. the date of commencement and expiry of such term, shall be provided for separately by the individual agreement. Upon expiry of the agreed term, the Bank shall credit the client's current account for the amount of deposited principal and accrued interest. Term deposit shall be terminated at maturity or, specially, at the client's written request for termination of term deposit

The client cannot dispose of term deposit funds during the term period, and changes in the amount of deposit and closing of account are possible in accordance with the type of term deposit and provisions of the particular contract concluded between the client and the Bank. Unless otherwise agreed by the contract between the bank and the client term deposit funds may be undeposited at the written request of the client or in cases provided by legislation in force.

In the case of closure of an term deposit account before maturity, an interest depending on the case will be recognised at an interest rate which is determined for the situation in the Contract concluded between the Bank and the Client and to the exact number of days of time deposit.

In the event of closure of term deposit account of the entrepreneur prior to expiry of one month as of the date of opening of the respective term deposit account, the interest shall not accrue, and the funds can be disbursed on the date of approval of early term cancellation.

If the local currency term deposit account of the entrepreneur with a foreign currency clause (indexed deposits) is closed, and which, in accordance with the special decision of the Bank, the client has deposited on the term deposit account at the middle exchange rate of the National Bank of Serbia for EUR, the Bank shall pay the funds to the client, within two business days of the date of issue of such approval, at the middle exchange rate of the National Bank of Serbia on the day of closure of term deposit. The abovementioned undeposit is possible exclusively with the Client's written request before expiration, in which case no interest shall be charged.

The client cannot close the account of the term all-purpose deposit before the expiration of the fixed term agreed in the contract concluded between the Bank and the Client.

# 9. Types and amounts, i.e. range of all fees and other costs included in the calculation of effective interest rate charged to the client

In the calculation of the effective interest rate, in addition to the nominal interest rate and maturity of deposits, the Bank, pursuant to laws of the National Bank of Serbia, includes the cost of opening and maintaining accounts.

The types and amount of all fees and other costs given in the Price List are variable and they shall be determined on a quarterly basisaccording to the General Business Regulations.

### 10. The amount of insured deposits

At the time of adoption of the General Conditions, the provisions of the Deposit Insurance Act stipulate that in the event of bankruptcy or liquidation, the Deposit Insurance Agency is obliged through the payer's bank pay the amount of insured deposits up to EUR 50.000,00 per depositor in the bank. This is based on the following deposits: insured dinar deposits in dinars at the official middle

exchange rate of the dinar against the euro on the date of initiation of bankruptcy or liquidation of the bank, insured foreign currency deposits placed in euros and insured foreign currency deposits placed in other currencies (other of euros), calculated in euros at the exchange rate of Euro to each individual currency in which the deposits are deposited, calculated at the official middle exchange rate of the dinar against the euro and the official middle exchange rate of the dinar against the currency in force on the date of initiation of bankruptcy or liquidation bank.

This provision is not valid for the Clients who have been classified as major companies according to APR classification.

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