

## ANNEX 8

### SPECIAL TERMS AND CONDITIONS FOR ACCEPTANCE PAYMENT INSTRUMENTS AT MERCHANT POINT OF SALE

#### 1. INTRODUCTORY PROVISIONS

AikBank a.d. Beograd, as a provider of payment services (hereinafter: the Bank), hereby sets out these Special Terms and Conditions for accepting payment instruments at merchant points of sale (hereinafter: Special Terms) to govern the mutual rights and obligations of the Bank and users of payment services (legal entities and entrepreneurs) regarding the provision of payment services in accordance with the Payment Services Act (hereinafter: the Act), as well as the mutual rights and obligations of the Bank and merchants (legal entities and entrepreneurs) regarding the acceptance of payment instruments at the merchant's point of sale via the Bank's services, and other issues of significance for the Bank's and Merchant's operations in accordance with the regulations governing this area.

The framework agreement for accepting payment instruments consists of:

- General Terms and Conditions of AikBank a.d. Beograd,
- Special Terms and Conditions for accepting payment instruments at merchant points of sale,
- Price List based on the merchant's segment (hereinafter collectively referred to as: the Price List),
- The Agreement for accepting payment instruments, irrespective of its name (hereinafter: the Agreement), together forming the Framework Agreement in the sense of the Payment Services Act (hereinafter: the Framework Agreement).

#### 2. MEANING OF CERTAIN TERMS:

**Merchant** (hereinafter: the Merchant) refers to a legal entity or entrepreneur conducting business and designated as the recipient of funds that are the subject of a payment transaction initiated by the User via the use of a payment instrument at the merchant's point of sale.

**Payment Transaction** refers to the payment, transfer, or withdrawal of funds initiated by the User either as a payer or a payee, or initiated on behalf of the payer, irrespective of the legal relationship between the payer and the payee. Under

these Special Terms, this also includes a payment transaction initiated and executed through the use of a payment instrument via card, telecommunications, digital, or IT devices or software, in accordance with the business rules of the card payment systems and utilizing their infrastructure.

**Remote Payment Transaction** refers to a payment transaction initiated via the internet or a device used for remote communication.

**Payment Account** refers to an account used for executing payment transactions, maintained by the Bank.

**Payment Instrument** refers to any personalized means and/or set of procedures agreed upon between the User and the Bank, used to issue a payment order or initiate a payment transaction.

**Card-Based Payment Instrument** refers to any payment instrument, including a payment card, computer, mobile phone, or any other technical means containing a payment application that allows the payer to initiate a payment transaction based on a payment card.

**Initiating a Payment Transaction** refers to the actions taken as a prerequisite for initiating the execution of a payment transaction, including issuing a payment order and conducting authentication.

**Issuing Payment Instruments** is a payment service where the payment service provider, based on an agreement, issues a payment instrument to the payer for initiating and processing the payer's payment transactions with that provider.

**Payment Brand** refers to any material or digital name, expression, mark, symbol, or combination thereof representing the card payment system under which the payment transaction based on the payment card is executed.

**Co-Branding of a Payment Instrument** refers to the inclusion of at least one payment brand and at least one non-payment brand on the same card-based payment instrument.

**Acceptance of Payment Transactions** is a payment service where, based on an agreement between the payment service



provider and the payee, the transfer of funds is made to the payee.

**Provider of Payment Services Maintaining an Account** refers to the payment service provider that opens and maintains a payment account for the payer, i.e., the Bank.

**Payment Initiation Service Provider** refers to a payment service provider that carries out a service where, at the request of a user of payment services, a payment order is issued to debit the payer's account maintained by another payment service provider.

**Authentication** refers to the process enabling the payment service provider to verify the identity of the payment service user or the validity of the use of a specific payment instrument, including the use of personalized security elements of the user.

**Reliable Authentication of the User** refers to authentication using two or more elements that fall under the categories of knowledge (something the user knows), possession (something the user has), and inherence (something the user is), which are independent of each other, meaning the disclosure of one does not diminish the reliability of the others, and designed to protect the confidentiality of authentication data.

**Personalized Security Elements** refer to the personalized data and markings assigned to the user by the payment service provider for authentication purposes.

**Sensitive Payment Data** refers to any data, including personalized security elements, that can be used for fraudulent activities. However, in the case of payment initiation service providers and account information service providers, the account holder's name and account number are not considered sensitive payment data.

**User of Payment Services** refers to a private individual or legal person who has a payment account and agrees to have a payment order or payment transaction initiated based on a payment instrument at the Merchant's point of sale.

**Payer** refers to a natural or legal person who issues a payment order or gives consent for the execution of a payment transaction based on a payment order issued by the payee, or if no payment account exists – a natural or legal person who issues a payment order.

**Acceptor** refers to AikBank a.d. Beograd, which, in accordance with the Framework Agreement concluded with the Merchant, provides payment services for accepting payment instruments, allowing the Merchant to execute payment transactions initiated by the payer through the use of a payment instrument at the

Merchant's point of sale.

**Issuer** refers to payment service providers that, under an agreement with the payer, are obligated to provide that person with payment services for issuing payment instruments for initiating payment transactions based on payment cards and executing those payment transactions.

**Consumer** refers to a private individual who concludes an agreement on payment services or an agreement related to electronic money for purposes not related to their business or other commercial activity.

**Payment Application** refers to computer software or an appropriate equivalent loaded onto a computer, mobile phone, or any other device that allows the initiation of a payment transaction based on a payment card and enables the payer to issue a payment order.

**Merchant Point of Sale** refers to the merchant's sales facility or any location outside the merchant's premises where the sale of goods and/or services is offered in accordance with the law, and where the Merchant accepts payment instruments as a means of cashless payment for goods and/or services.

**Internet Merchant Point of Sale** refers to the merchant's store on the internet where the merchant offers goods and/or services and accepts payment instruments as a means of cashless payment for goods and/or services through electronic communication channels.

**Merchant Point of Sale** collectively refers to both the Merchant Point of Sale and the Internet Merchant Point of Sale.

**Multilateral Interchange Fee (eng. multilateral interchange fee)** refers to the fee, including net fees and any other agreed-upon amount of funds, which is paid directly or indirectly (e.g., through third parties) for a payment transaction based on a payment instrument between the Issuer and the Acceptor who participate in the execution of that transaction.

**Net fee** refers to the total amount of funds, discounts (reductions), or other types of incentives that the Issuer receives from the payment card systems of the Acceptor or any other intermediary in relation to payment transactions based on payment instruments and related activities, which is reduced by the amount of funds, discounts (reductions), or other types of incentives that the Issuer gives to the payment card systems in relation to those transactions and activities.

**Merchant Service Charge** refers to the fee that the Bank, as the Acceptor, charges the Merchant in relation to a payment transaction based on a payment card and/or other payment instruments of the User.



**System Integrator** refers to a legal entity or entrepreneur who has the competence and capacity to develop and implement the necessary software component for the integration of the Internet point of sale.

**Authorization** refers to the procedure by which the payment service provider checks the availability of funds on the User's payment instrument at the time of purchasing goods and/or services.

**Aggregate report** refers to a daily report that represents the total amount of all payment transactions that occurred using payment instruments at the Merchant's point of sale.

**Complaint** refers to a written or verbal objection from the User as the payer regarding the quality of service, system availability, or disputing the execution of a payment transaction in whole or in part, as well as the dispute of the payment transaction in whole or in part by the Merchant. A complaint from the User as the payer for undelivered or partially delivered goods or services paid for with a payment instrument at the Merchant's point of sale is solely within the Merchant's jurisdiction and does not constitute a Complaint in the sense of these Special Terms.

**Payment Gateway (PGW)** refers to an information system that enables the service of accepting payment instruments over the internet.

**Merchant Plugin (MPI)** refers to software that enables communication between the Internet point of sale and the PGW as the Bank's system that enables the execution of payment transactions over the internet.

**POS terminal** refers to a device that enables the use of payment instruments for executing payment transactions, where the information about payment transactions is electronically recorded.

**Instruction** refers to any document from the Bank (regardless of its name) intended for Merchants, which contains, for example, a detailed description and guidelines for the proper use of equipment necessary for the technical execution of cashless payments (e.g., for POS terminals), outlining the Merchant's guidelines and obligations for activation, operation, and all changes related to the Internet point of sale, which contains a description of the interface for communication with the PGW to execute online payment transactions, etc.

**Request** refers to the Bank's form through which the Merchant initiates the provision of the service of accepting payment instruments.

**Slip** refers to the confirmation of a completed payment transaction that the User receives when paying at the point of

sale.

**Law** refers to the Payment Services Act.

### 3. GENERAL PROVISIONS

It is considered that the Merchant has concluded the Framework Agreement with the Bank upon signing the Agreement, based on which the Bank, as the Acceptor, provides the Services of accepting payment transactions based on Payment Instruments and executing those Payment Transactions for the transfer of funds to the Merchant.

The Bank undertakes to provide the Services in accordance with the Framework Agreement and applicable regulations. Unless explicitly agreed otherwise in writing, the Bank assumes no obligations or responsibilities other than those regulated by the Framework Agreement and applicable regulations.

### 4. ESTABLISHMENT OF THE CONTRACTUAL RELATIONSHIP WITH THE MERCHANT

The Bank provides the Merchant with the Service of accepting payment instruments at all of the Merchant's points of sale, specifically:

- POS terminals at the points of sale, and
- Internet points of sale.

The terms and conditions of using the Service, in addition to these Special Terms, are further defined in the Agreement as part of the Framework Agreement.

The Bank is obliged to deliver the draft of the Framework Agreement to the Merchant within a reasonable period, prior to the conclusion of the Framework Agreement, so that the Merchant can compare different offers from business banks and assess whether the terms and services meet the Merchant's needs, in order to make an informed decision about establishing a contractual relationship with the Bank regarding the use of the service, in paper form or another durable medium.

The Bank is free to choose the Merchants with whom it establishes a contractual relationship concerning the use of the service, including the Bank's discretionary right to refuse to establish the contractual relationship or provide the service to a Merchant.

The Service is available to the Merchant after the conclusion of the Framework Agreement with the Bank, upon fulfilment of the prescribed technical prerequisites (installation of the POS terminal, connection to the Bank's PGW, etc.), in accordance with the Instruction.

The Framework Agreement between the Bank and the



Merchant is concluded in written form or on another durable medium. The Merchant is entitled to receive one copy of the Framework Agreement in written form, in printed form or on another durable medium, as well as the right to request a copy of the Framework Agreement during the contractual relationship.

The Bank reserves the right to modify the type, scope, and content of the service, as well as to introduce new functionalities of the service. Any changes to the type, scope, and content and/or the introduction of new functionalities will be published on the Bank's website, and the Merchant will be notified in the agreed-upon manner.

## 5. BANK'S RIGHTS AND OBLIGATIONS

The Bank has the right to:

- Block the Merchant's use of the Service, in whole or in part, without the Merchant's consent:
  - For reasons established by regulations governing the prevention of money laundering and financing of terrorism or in case of compliance with international sanctions imposed on certain countries;
  - In accordance with applicable regulations, business decisions, and standards of the banking group to which the Bank belongs;
  - For justified reasons, including but not limited to cases of abuse of payment accounts, Payment Instruments, etc.
- Charge the Merchant fees and costs for the provided Service according to the Agreement and/or the Price List;
- Act in accordance with the Framework Agreement concluded with the Merchant and applicable regulations;
- Refuse or temporarily postpone the Merchant's payment transactions, in whole or in part, in all cases where the Merchant has violated the contractual provisions of the Framework Agreement or acted contrary to the Instructions.

The Bank is obliged to:

- Conduct its business relationship with the Merchant in accordance with the Framework Agreement, with due care, and in compliance with applicable regulations and the Bank's internal acts, ensuring the application of good business practices, good business conduct, fair banking practices, and fair treatment of the Merchant, as well as ensuring the compliance of these terms with applicable regulations;
- Protect the confidentiality of Payment Transactions and the Services it provides, as well as the Merchant's

data, store and use such data in compliance with regulations, banking practice, and relevant domestic legal provisions;

- Provide the Service in full accordance with the Framework Agreement;
- Inform the Merchant about its products in a clear and understandable manner, ensuring that the provided information is not misleading or capable of creating a false impression about the terms under which the Bank offers those products and services to the Merchant;
- Offer and calculate Merchant Service Charges individually for different types and brands of Payment Instruments, for which different Interbank Charges are paid;

Not prohibit the Merchant from:

- Directing the Customer to use any Payment Instrument;
- Giving preference to Payment Instruments based on a specific payment card system;
- Informing the Customer about the Interbank Charges, card system charges, and the Merchant Service Charge it pays;
- After executing a Payment Transaction, providing or making available to the Merchant, at least once a month, the following information in an agreed manner that allows the Merchant to store and reproduce it unchanged: the reference number that enables the Merchant to identify the individual Payment Transaction based on the Payment Instrument, the amount of the individual Payment Transaction in the currency of the Merchant's payment account, and the amount of all fees related to the individual Payment Transaction based on the Payment Instrument;
- Exchange information and notifications regarding the Service using the agreed communication channel in accordance with the Agreement and the General Terms of Business.

## 6. MERCHANT'S RIGHTS AND OBLIGATIONS

The Merchant has the right to:

- Have an equal relationship with the Bank in the contractual relationship and protection against discrimination, the right to information, as well as the determination or determinability of contractual obligations and protection of rights and interests;
- Request and receive from the Bank in writing or on another durable medium, understandable and clear

information, data, and instructions regarding the contractual relationship with the Bank, in the manner and within the deadlines defined by the Framework Agreement.

The Merchant is obliged to:

- Timely fulfil all obligations in accordance with the Framework Agreement;
- At its points of sale, sell goods and/or services by accepting Payment Instruments from Customers, in accordance with the terms and in the manner provided in the Framework Agreement, in compliance with all applicable regulations governing the acceptance of Payment Instruments, trade in goods and services, financial operations, and the rules of Payment Instrument payments prescribed by card organizations;
- Ensure that Customers, for the entire duration of the contractual relationship with the Bank under the Framework Agreement, can pay with Payment Instruments at all of its points of sale for the purchase of goods and/or services at the same price that applies for cash payments or any other type/method of payment and that under no circumstances does it sell goods/services to Customers at higher prices or with additional costs due to payment with Payment Instruments;
- Not sell or advertise goods and services whose offering, sale, or display violates moral values, and it is specifically prohibited to offer goods and/or services listed in the Instructions;
- Sell goods and/or services to Customers regardless of the Issuer of the Payment Instrument;
- In case that for any reason it is necessary to return funds to the Customer for goods sold and/or services rendered, return such funds in accordance with the procedure and conditions defined in the Framework Agreement;
- Fully comply with security measures applied in Payment Instrument payments, as defined by the provisions of the Framework Agreement;
- Not allow access to equipment necessary for the technical execution of cashless payments to anyone other than Bank employees or authorized persons. In case of doubt, the Merchant is obliged to contact the Bank's Contact Center and request further instructions;
- Align its operations with the requirements of the PCI DSS standard – Payment Card Industry Data Security Standards, and bear all costs related to meeting the PCI DSS standards, which information is available to the Merchant on the website [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org);
- Immediately inform the Bank in case of a breach of the prescribed PCI DSS standards (data breach);
- If required by card organizations, provide the Bank with appropriate reports, completed questionnaires, and perform the required certification by authorized companies and bear full responsibility for the accuracy of the provided data to the Bank in accordance with the Framework Agreement. In case the Bank suffers damage due to the Merchant's actions, the Merchant agrees to fully compensate the Bank for that damage;
- For any use of the card organization's logo or the Bank's logo, as well as trademarks not specified in the advertising materials provided by the Bank, obtain prior written consent from the Bank;
- Use the advertising material provided by the Bank in accordance with the Bank's instructions;
- Retain documentation formed for Payment Transactions for the prescribed period of two years from the date of execution of the Payment Transaction, including but not limited to: Slip, Invoice, and Aggregate Report;
- Fulfil its obligations to the Bank within the deadlines specified in the Agreement and ensure appropriate coverage for the payment of outstanding obligations on its account with the Bank under the Framework Agreement;
- Inform the Bank of any changes to the provided data related to this contractual relationship, which are registered with the relevant business register and/or other authorities and organizations in accordance with applicable regulations, and take all necessary actions to align those data with the provided data, within 3 (three) days from the date of publication of such data by the relevant register and/or other authorities and organizations, or from the date of receipt of the decision on the registration of those changes, and deliver the updated data to the Bank for alignment;
- Notify the Bank in writing without delay of any change in its registered office, postal address, email address, and/or changes in registration data and residency status. Otherwise, it is irrevocably and unconditionally agreed that the Merchant will bear all costs incurred by the Bank in determining these data and is obliged to pay these costs to the Bank immediately upon request;
- Timely inform the Bank of any criminal, civil, administrative, or any other legal proceedings that may affect the fulfilment of obligations under the Framework Agreement and that are initiated or conducted against the Merchant;
- Operate in accordance with regulations governing the protection of personal data.

## **7. ACCEPTANCE OF PAYMENT CARDS AND OTHER PAYMENT INSTRUMENTS BASED ON PAYMENT CARDS**



## AT THE MERCHANT'S POINT OF SALE

The obligations of the Merchant and the Bank regarding the use of the service of accepting Payment Cards or other Payment Instruments based on payment cards at POS terminals.

### Merchant's Obligations:

The Merchant undertakes to:

- Provide POS terminals at its retail locations at its own expense, or to use POS terminals owned by the Bank, in which case the Merchant shall pay the Bank a fee for renting the Bank's POS terminal in accordance with the Agreement or the Price List;
- If using POS terminals owned by the Bank, the Merchant will not use or allow third parties to use them for the sale of goods and/or services, except as defined in the Framework Agreement;
- Provide the necessary electrical, network, and telephone connections required for the operation of the POS terminals;
- Allow access to the equipment by a Bank employee or another person authorized by the Bank;
- Immediately inform the Bank about changes regarding the phone, disruptions on phone lines, defects, or damage to POS terminals, in the manner defined in the Framework Agreement and Instructions;
- Properly use and maintain the POS terminals owned by the Bank in operational condition, and request maintenance from the Bank when necessary, in accordance with the terms and rules of the Framework Agreement and Instructions. In case of permanent damage, destruction, or loss of the POS terminal owned by the Bank, the Merchant is obliged to reimburse the Bank for its book value as per the calculation provided by the Bank;
- Use the promotional and informational materials provided by the Bank to label the Merchant's Points of Sale as locations where Payment Cards and other Payment Instruments based on payment cards are accepted. The Merchant agrees to place this material at the entrance of its points of sale, next to the checkout areas (cash registers), and other suitable locations to clearly and visibly indicate the possibility of paying with Payment Cards or other Payment Instruments based on Payment Cards;
- Accept, as a means of payment for goods and/or services from its offer, the agreed types of Payment Cards and other Payment Instruments based on Payment Cards, provided that at the time of the transaction, no information about a ban or limitation exists for their use. Any restrictions or prohibitions on the use of such Payment Cards/Payment Instruments based on Payment Cards will be displayed on the payment equipment screen at the time of use;
- Ensure that the Bank processes Payment Transactions with Payment Cards of all Issuers in accordance with the terms and rules defined in the Framework Agreement, as well as with the regulations governing payment services, unless there is a restriction or prohibition on the use of such Payment Cards/Payment Instruments based on Payment Cards;
- Fully apply the Instructions received from the Bank and ensure that its employees adhere to the instructions received during training. If there is a change in the employees who were trained to use the POS terminals, the Merchant is obliged to transfer the instructions on handling POS terminals to the newly hired employees or notify the Bank to conduct training for the new employees;
- Fully comply with the rules defined in the contractual documentation, which govern the payment collection process (security checks, limits, authorization messages, etc.) by the Bank;
- Fully comply with the security measures applied when paying with Payment Cards or other Payment Instruments based on Payment Cards, as defined in the Instructions;
- Keep the Slip from the POS terminal as proof of purchase at the Merchant's Point of Sale for two years from the date of the Payment Transaction;
- Immediately, and no later than the deadline and in the manner defined by the Bank's request, provide documentation related to the disputed Payment Transaction so that the Bank can initiate a complaint process with the card organization;
- Bear the costs of any installation of new versions of application software and any other software and hardware upgrades for POS terminals not rented from the Bank;
- Carry out the sale of goods and/or services at the Merchant's Points of Sale using Payment Cards or other Payment Instruments based on Payment Cards, as well as other related tasks in accordance with the Framework Agreement, Instructions, and ensure that the electronic data (transactions) transfer is completed with the "end of day" function, in accordance with the Instructions, in case the system does not automatically close at the end of the day. This rule does not apply in case of a malfunction of the POS terminal, where an on-site technician intervention is required, with a deadline to fix the issue within 7 (seven) business days;
- Provide a list with the contact details of the technical personnel who will cooperate with the Bank regarding all technical issues, and promptly, but no later than 24

hours from the occurrence (except during holiday working hours, in which case the information will be provided by the next business day), submit incident reports (incident reports), and provide information about planned system maintenance at least 24 hours before the work is performed;

- In case the Merchant stops using the installed POS terminals, return the POS terminals to the Bank in working condition and remove all signs of affiliation with the card systems program;
- If the message displayed on the POS terminal screen suggests that the Payment Card or other Payment Instrument based on the card should be retained, immediately inform the Customer that the Payment Transaction has been declined (and that it is necessary for the Customer to contact the issuing bank) and proceed in accordance with the Instructions.

In case the Merchant uses POS terminals owned by the Bank, the Bank undertakes to:

- Provide POS terminals at their retail locations at their own expense, or use POS terminals owned by the Bank. In the case of using POS terminals owned by the Bank, the Merchant will pay a fee to the Bank for renting the POS terminals in accordance with the Agreement or the Price List;
- If using POS terminals owned by the Bank, the Merchant shall not use them or allow third parties to use them for the sale of goods and/or services, except as defined in the Framework Agreement;
- Provide necessary electrical, network, and telephone connections required for the operation of the POS terminals;
- Allow access to the equipment by a Bank employee or another person authorized by the Bank;
- Immediately inform the Bank of any changes regarding the phone, disruptions in phone lines, defects, or damages to the POS terminals, in the manner defined in the Framework Agreement and Instructions;
- Properly use and maintain the POS terminals owned by the Bank in operational condition, and request maintenance from the Bank when necessary, in accordance with the terms and rules of the Framework Agreement and Instructions. In case of permanent damage, destruction, or loss of POS terminals owned by the Bank, the Merchant is obliged to reimburse the Bank for its book value as per the calculation provided by the Bank;
- Use the promotional and informational materials provided by the Bank to mark the Merchant's Points of Sale as locations where Payment Cards and other Payment Instruments based on payment cards are

accepted. The Merchant agrees to place this material at the entrance of their points of sale, next to the checkout areas (cash registers), and other suitable locations to clearly and visibly indicate the possibility of paying with Payment Cards or other Payment Instruments based on Payment Cards;

- Accept, as a means of payment for goods and/or services from its offer, the agreed types of Payment Cards and other Payment Instruments based on Payment Cards, provided that at the time of the transaction, no information about a ban or limitation exists for their use. Any restrictions or prohibitions on the use of such Payment Cards/Payment Instruments based on Payment Cards will be displayed on the payment equipment screen at the time of use;
- Ensure that the Bank processes Payment Transactions with Payment Cards of all Issuers in accordance with the terms and rules defined in the Framework Agreement, as well as with the regulations governing payment services, unless there is a restriction or prohibition on the use of such Payment Cards/Payment Instruments based on Payment Cards;
- Fully apply the Instructions received from the Bank and ensure that its employees adhere to the instructions received during training. If there is a change in the employees who were trained to use the POS terminals, the Merchant is obliged to transfer the instructions on handling POS terminals to the newly hired employees or notify the Bank to conduct training for the new employees;
- Fully comply with the rules defined in the contractual documentation, which govern the payment collection process (security checks, limits, authorization messages, etc.) by the Bank;
- Fully comply with the security measures applied when paying with Payment Cards or other Payment Instruments based on Payment Cards, as defined in the Instructions;
- Keep the Slip from the POS terminal as proof of purchase at the Merchant's Point of Sale for two years from the date of the Payment Transaction;
- Immediately, and no later than the deadline and in the manner defined by the Bank's request, provide documentation related to the disputed Payment Transaction so that the Bank can initiate a complaint process with the card organization;
- Bear the costs of any installation of new versions of application software and any other software and hardware upgrades for POS terminals not rented from the Bank;
- Carry out the sale of goods and/or services at the Merchant's Points of Sale using Payment Cards or other Payment Instruments based on Payment Cards,



as well as other related tasks in accordance with the Framework Agreement, Instructions, and ensure that the electronic data (transactions) transfer is completed with the "end of day" function, in accordance with the Instructions, in case the system does not automatically close at the end of the day. This rule does not apply in case of a malfunction of the POS terminal, where an on-site technician intervention is required, with a deadline to fix the issue within 7 (seven) business days;

- Provide a list with the contact details of the technical personnel who will cooperate with the Bank regarding all technical issues, and promptly, but no later than 24 hours from the occurrence (except during holiday working hours, in which case the information will be provided by the next business day), submit incident reports (incident reports), and provide information about planned system maintenance at least 24 hours before the work is performed;
- In case the Merchant stops using the installed POS terminals, return the POS terminals to the Bank in working condition and remove all signs of affiliation with the card systems program;
- If the message displayed on the POS terminal screen suggests that the Payment Card or other Payment Instrument based on the card should be retained, immediately inform the Customer that the Payment Transaction has been declined (and that it is necessary for the Customer to contact the issuing bank) and proceed in accordance with the Instructions.

## **8. TRANSFER OF FUNDS FOR THE ACCEPTANCE SERVICE OF PAYMENT CARDS AND OTHER PAYMENT INSTRUMENTS BASED ON PAYMENT CARDS**

After the completion of the service of accepting Payment Cards or other Payment Instruments based on payment cards at the Merchant's Points of Sale, the funds from the executed Payment Transactions for the purchase of goods and/or services (hereinafter referred to as the "transaction volume") are transferred by the Bank to the Merchant under the conditions, manner, and deadlines defined in the Agreement and these Special Terms.

The Merchant is obligated to perform a daily check of the automatic transfer of the transaction volume for processing from all POS terminals or Internet points of sale, in accordance with the Instructions.

If, for any reason, the transaction volume is not automatically transferred, the Merchant is obliged to transfer it immediately, or no later than the first following business day after the last successfully transferred transaction volume.

The Bank is obligated to perform control, reconciliation, and calculation of the Merchant's transaction volume on the following business day after receiving the transaction volume from the Merchant. In the case of any discrepancies in the calculation, the Merchant is required to provide all relevant data upon the Bank's request for reconciliation.

The contracting parties agree that the Bank, based on the Payment Transactions at the Merchant's Point of Sale, will deposit the transaction volume to the Merchant in the manner and within the deadlines set forth in the Agreement.

In case of suspicion that a Payment Transaction is contrary to the regulations governing the sale of goods and services, financial operations, payment services regulations, or the rules set by the card organizations, or in case of a complaint, the Bank reserves the right to extend the defined deadline for the transfer of the transaction volume.

The Bank has the right to reduce the transaction volume by the amount of the complaint, if one has been filed, until the final resolution of the complaint in accordance with the card organizations' rules and the provisions of the Framework Agreement.

If an arbitration process is initiated regarding the complaint with the relevant card organization, in the event of a loss in arbitration, the Bank has the right to charge the Merchant for the additional arbitration costs, in addition to the amount of the disputed Payment Transaction.

In all cases where it is determined that the Payment Transaction has occurred in violation of the provisions of the Framework Agreement, or as a result of abuse, error, or oversight by the Merchant, the Bank has the right to:

1. Deduct from the subsequent payments the amount of the Payment Transaction resulting from such violation,
2. Not pay the Merchant for the Payment Transaction resulting from such violation,
3. Request the Merchant to refund the paid funds, and there will be no further financial obligations regarding those Payment Transactions.

The Bank will not be held responsible for any potential losses incurred by the Merchant in the case of untimely submission of Payment Transactions for processing.

## **9. MERCHANT SERVICE FEE**

The Bank and the Merchant agree on the amount, calculation, and collection of the fee for the Acceptance Service of Payment Instruments, which the Bank has performed for the Merchant –



the merchant fee, in accordance with the Agreement as part of the Framework Agreement, in line with the applicable Price List. The Bank is entitled to the fee mentioned in the previous paragraph, expressed as a percentage and/or fixed and/or minimum amount of the total gross value of the sale of goods and/or services using Payment Instruments by Customers at the Merchant's Points of Sale. The Bank calculates and collects the fee from the Merchant by deducting the agreed fee from the total amount paid to the Merchant for the received funds and Payment Transactions initiated by Customers using Payment Instruments at the Merchant's Point of Sale, unless otherwise defined by the Agreement.

For each installed POS terminal provided to the Merchant by the Bank, the Merchant is obligated to pay the Bank a monthly fee for the use and maintenance of the POS terminal, in accordance with the Price List. The fee for each POS terminal will be charged on the first business day of the month for the previous month. The fee calculation will be based on the total monthly transaction volume made with Payment Cards on the individual POS terminal from the previous month provided to the Merchant for use in the current month and/or based on the type of POS terminal, in accordance with the Price List.

#### **10. COLLATERAL AND COLLECTION OF DUE CLAIMS**

The Bank decides on the choice of collateral in each specific case based on its business decision and agrees with the Merchant in accordance with the Agreement.

If, during the term of the Framework Agreement, the Bank utilizes any collateral or if any of the agreed and provided collateral becomes inadequate or insufficient, or cannot be enforced, the Bank may request additional acceptable collateral from the Merchant.

The Merchant may request a change of the collateral during the term of the contractual relationship, and the Bank will analyse the proposed collateral and decide whether to accept or reject the offered collateral.

Any costs associated with the establishment/replacement of collateral will be borne by the Merchant.

For the collection of all its due but unpaid claims arising from or related to the Framework Agreement, the Bank may use the established collateral.

If there are insufficient funds in the Merchant's account to cover the due debt from the use of the Service, the Bank is authorized and entitled to charge any of the Merchant's accounts held with the Bank.

If any claims arising from or related to the Framework

Agreement are not collected using the agreed collateral, the Bank has the right to collect all its unpaid and due claims by using any other legally permitted means, including initiating an appropriate legal process.

The Merchant agrees that the business books, accounting records, and other documents of the Bank shall serve as proof of the Merchant's debt.

#### **11. COMPLAINTS**

For the purposes of these Special Terms, a complaint is defined as follows:

- If the Customer submits a written complaint to the Bank regarding a Payment Transaction executed at the Merchant's Point of Sale;
- If another bank or financial organization, either domestically or internationally, contacts the Bank regarding a Payment Transaction executed through the acceptance of a Payment Instrument at the Merchant's Point of Sale;
- A written complaint from the Merchant submitted to the Bank.

The Merchant is obligated to submit any complaints related to Payment Instruments in writing to the Bank immediately, and no later than 30 (thirty) days from the date of the executed Payment Transaction.

In the case of a complaint, the Merchant is required to provide the slip within 7 (seven) days from the receipt of the Bank's request.

The Merchant must also provide any other requested information, including, but not limited to, proof of delivery of goods or services within the timeframe and manner defined in the Bank's request.

If the Merchant does not comply with the provisions of the previous paragraph, the Merchant is obligated to fully refund the disputed amount to the Customer.

All complaints regarding legal or material defects of goods and/or services sold at the Merchant's Point of Sale will not be considered complaints under these Special Terms and will be resolved directly between the Merchant and the Customer, without the involvement of the Bank.

The Bank has the right to recover any losses by reducing future payments to the Merchant or to request reimbursement from the Merchant.



The Merchant is obligated to reimburse the Bank for all costs incurred as a result of complaints from the Customer, another bank, or a financial institution, based on Payment Transactions executed at the Merchant's Points of Sale, within 3 (three) business days from the receipt of the Bank's request for reimbursement.

## 12. FORCE MAJEURE

The Merchant and the Bank agree that neither party will be held liable for any loss, damage, or failure to meet the terms of the Framework Agreement caused by force majeure.

For the purposes of these Special Terms, force majeure refers to natural events and actions by third parties (decisions by the National Assembly of the Republic of Serbia, the Government of the Republic of Serbia, the National Bank of Serbia, and other regulatory bodies) that are beyond the control of the contracting parties and cannot be predicted or avoided at the time of entering into the Framework Agreement.

Natural events and actions by third parties that are considered force majeure are those that occur after the Framework Agreement has come into effect and prevent the execution of contractual obligations by either party.

The existence and cessation of force majeure must be determined by written notification to the other contracting party.

In the event of force majeure, the performance of obligations by the party affected by force majeure will be automatically extended, without delay, for the duration of the force majeure. If the fulfilment of obligations under the Framework Agreement needs to be postponed for more than 3 (three) months due to force majeure, the parties to the Framework Agreement will agree on new conditions for fulfilling the Framework Agreement or conditions for its termination.

## 13. INFORMATION ON THE MODE AND MEANS OF COMMUNICATION BETWEEN THE MERCHANT AND THE BANK

The Bank will provide information on each Payment Transaction (Merchant reference number, amount and currency of the Payment Transaction, and the amount of any fees related to the individual Payment Transaction) in aggregate by payment brand, payment application, type of payment instrument, and amount of interbank fees.

The Bank will provide this information to the Merchant on a monthly basis via email or, at the Merchant's request, will make it available at the Bank's counter unless otherwise specified in the Agreement.

Communication between the Merchant and the Bank will take place using the communication channel chosen by the Merchant in the Request or Agreement.

## 14. MERCHANT'S PROTECTION INFORMATION

If the Merchant believes that the Bank is not complying with the provisions of the Framework Agreement, the applicable laws, or good business practices regarding the provision of payment services, or is applying unfair contractual terms and unethical business practices, they are entitled to protection of their rights and interests, in accordance with the General Terms and Conditions of Business.

## 15. DURATION, AMENDMENTS, AND TERMINATION OF THE FRAMEWORK AGREEMENT, AND THE RIGHT TO TERMINATE

### *Duration of the Framework Agreement*

The Framework Agreement is concluded for an indefinite period, unless otherwise specified in the Agreement.

### *Amendments and Additions to the Framework Agreement*

Any amendments and additions to the Agreement must be made exclusively in writing and duly signed by authorized representatives of both parties, except for those that benefit the customer and which, according to the regulations and this Annex, can be changed and applied immediately without the Customer's prior consent.

If the Bank proposes amendments and additions to the Agreement, it is required to deliver a proposal for those amendments in writing, at least 2 (two) months before the proposed date of application in the case of a sole trader, or 15 days in the case of legal entities, which the Customer may accept or reject before the proposed application date.

Exceptionally, if the Bank proposes a change in the fee for payment services to benefit the Customer, or introduces a new free service or functionality to an existing service, the change can be applied immediately without prior delivery of the proposal for amendments to the Customer.

It is considered that the Customer agrees to the proposal for amendments and additions to the Agreement if, before the application date, they have not notified the Bank that they disagree, and the Bank is obliged to notify the Customer of this right in a clearly noticeable manner when delivering the proposal.

The Bank must notify the Customer, along with the proposal, of their right to terminate the Framework Agreement without any



charge or other costs before the proposed application date, should they not accept the amendments.

#### *Conditions for Unilateral Termination, Nullity of Agreement Provisions*

The Merchant has the right to terminate the Framework Agreement at any time without providing a reason, with a notice period of 30 days, by delivering a written termination statement to the Bank.

The Bank has the right to terminate the Framework Agreement at any time without providing a reason, by sending written notice to the Merchant, with a notice period of 2 (two) months for a sole trader, and 15 (fifteen) days for a legal entity. In the case of any of the reasons for termination outlined in these Special Terms, the Bank, as the payment service provider, has the right to terminate the Framework Agreement with a shorter notice period or without notice, depending on the type of reason.

Exceptionally, the Bank may unilaterally terminate the Framework Agreement without a notice period, in the case of the occurrence of any of the following reasons:

- If bankruptcy proceedings, liquidation, or another status change is initiated, or any condition that may lead to the deletion of the Merchant from the relevant register, or if forced administration is applied to the Merchant, or if the Merchant suspends all or the majority of its business activities;
- If there is a well-founded suspicion by the Bank of fraudulent actions by the Merchant;
- If abuse of lost, stolen, or counterfeit payment cards or other payment instruments occurs at the Merchant's point of sale, or any other misuse of cashless means of payment (including, but not limited to, the sale of prohibited goods or services);
- In the event of any reason for refusing or reducing payments as defined in the Special Conditions, point 8. Transfer of Transactions;
- If the Bank determines during the contractual relationship that the Merchant has provided false, counterfeit, or incorrect personal or other documentation essential for the proper and legal provision of the Service;
- If it is determined that allowing the Merchant to continue performing the Service would pose a reputational and/or regulatory risk to the Bank and/or the banking group to which the Bank belongs;
- If it is determined that the Merchant is listed on official sanctions and embargo lists in accordance with local and international regulations related to anti-money laundering and financing terrorism and/or the policy of

the banking group to which the Bank belongs;

- If it is determined that further provision of the Service to the Merchant is not in compliance with international regulations and the standards of the banking group to which the Bank belongs, thereby exposing the banking group to regulatory risk;
- If the Bank is unable to perform the required actions and measures to know and monitor the Merchant according to the provisions of the law regulating anti-money laundering and combating terrorism financing;
- As well as in other cases determined by positive regulations.

The Bank will notify the Merchant of the termination of the contract by sending a written Notice of Termination to the registered address of the Merchant or the address provided for postal delivery, if not registered with the Agency for Business Registers.

In the case of termination, all obligations to the Bank under the Framework Agreement are considered due. The Merchant is obliged to settle all obligations to the Bank for services provided under the Framework Agreement up until the date of termination.

The rights and obligations concerning payment transactions that occurred before the termination of the Framework Agreement apply to those payment transactions, regardless of whether they were processed by the Bank before or after the termination of the Framework Agreement. All rights and obligations that have a continuous nature remain in force after the termination of the Framework Agreement.

Upon termination of the contractual relationship, the Merchant is obliged to remove all logos of card organizations and the Bank from all its points of sale and immediately return to the Bank the POS terminals owned by the Bank, as well as all promotional material received under the Framework Agreement that is in the Merchant's possession at the time of termination of the contractual relationship.

Regardless of the termination of the Framework Agreement, the Merchant remains responsible for all complaints related to payment transactions that occurred at the Merchant's points of sale until the completion of the complaint process in the card payment system according to the provisions of the Framework Agreement.

In the case of termination of the Framework Agreement, the Bank may, for the full settlement of its claims under the Framework Agreement, activate any and/or all collateral and/or collection instruments from the Framework Agreement.

The Bank will return unused collateral in the event of



termination of the Framework Agreement, after the expiration of the notice period, provided that all claims of the Bank under the Framework Agreement are settled, and that no complaint procedure related to payment transactions executed at the Merchant's point of sale has been initiated. The Bank has the right to request amounts of complaints received from the Merchant within 6 (six) months after the expiration of the Framework Agreement that relate to transactions that occurred during the term of the Framework Agreement.

#### **16. Confidentiality and Protection of Personal Data in Relation to Payment Services**

The Bank processes personal data in accordance with the applicable Law on Personal Data Protection of the Republic of Serbia and the General Terms and Conditions of AikBank a.d. The personal data of the Merchant is processed for the purpose of executing the contractual relationship between the Merchant and the Bank, fulfilling the Bank's legal obligations, as well as for processing for marketing purposes if the Merchant has given explicit consent.

Detailed information on the processing of personal data, the data controller, the person responsible for personal data protection, and the rights of individuals whose data is processed are available in the General Terms and Conditions and the Notification on Personal Data Processing, which can be found on the Bank's website and in its branches and is regularly updated.

The Bank and participants in the payment system may collect, process, and exchange data related to the payment service user, including their personal data, as well as data about payment transactions and the status and changes to the payment account of the payment service user, in order to prevent, investigate, or detect fraudulent activities or abuses related to payment services.

#### **17. Transitional and Final Provisions**

A copy of the Framework Agreement is provided to the Merchant.

For matters not regulated by the Framework Agreement, the provisions of laws governing the acceptance of payment cards and payment instruments, payment services, contractual relations, financial services, interbank fees, and payment transactions based on payment cards and payment instruments, as well as other laws and regulations of the Republic of Serbia, shall apply.

This Annex 8 of the General Terms and Conditions shall enter into force on the day of its adoption and applies from 6 May 2025.