



Pursuant to Article 73, paragraph 1, item 5 of the Law on banks ("Official Gazette of RS", No. 107/2005, 91/2010 and 14/2015), and Article 9 of the Law on the protection of financial service consumers ("Official Gazette of RS", no. 36/2011 and 139/2014), Law on the protection of financial service consumers in distance contracting ("Official Gazette of RS", no. 44/2018), Law on personal data protection ("Off. Gazette" no. 87/2018), Decision on the terms and method of determining and verifying the identity of a natural person through the means of electronic communication ("Official Gazette" no. 15/2019 and 84/2020) and Article 23, paragraph 1, item 5. of the Statute of AikBank ad Beograd (hereinafter: The Bank) the Bank's Board of Directors, at the session held on 13 June 2025, adopted the:

GENERAL TERMS AND CONDITIONS OF BUSINESS WITH NATURAL PERSONS FOR DISTANCE CONTRACTING

I INTRODUCTORY PROVISIONS

These General terms of business for distance contracting determine the terms of business that the Bank applies to users of its services – physical persons (hereinafter: the User), in contracting financial services through the means of distance communication, as well as the conditions and method of realising and protecting those rights.

The User is, in the sense of these General Terms and Conditions of Business for Distance Contracting, a natural person who, based on a distance contract, uses or has used financial services, or has contacted the Bank about concluding such a contract and using those services and that the natural person uses these services, and has used them or intends to use them for purposes not intended for his/her business or other commercial activity.

Certain terms, in the sense of these General Terms and Conditions of Business with Natural Persons for Distance Contracting, have the following meanings:

- 1) **a distance contract** is a contract through which the Bank, as the provider of financial services, is obliged to provide the financial services that are the subject of the contract to the User, and in connection with which providing information and undertaking other activities in the pre-contractual phase, that is the conclusion of this contract, are carried out exclusively by using one or more means of distance communication, within the organised offer of providing these services;
- 2) **financial services provided by the Bank** are loan-granting services and other services that by their nature are banking services and payment services;
- 3) **means of distance communication** are any means that can be used for direct advertising, delivery of information in the pre-contractual phase, giving and/or accepting an offer, negotiation and concluding contracts without the simultaneous physical presence of the service provider and user (e.g. internet, email, post, telefax and telephone);
- 4) **permanent data carrier** is any means that enables the user to save data intended for him/her, to access the data and reproduce it in an unchanged form in the period corresponding to the purpose of its storage (e.g. paper, optical discs, USB flash drives, memory cards, computer hard disk and email).



5) Means for user identification, authorisation and signature

When establishing a new or extending an existing contractual relationship with the User, the Bank can perform actions and measures for knowing and tracking a party by realising the process of video identification, in accordance with the Law on the prevention of money laundering and terrorism financing and the Decision on the terms and manner of determining and verifying the identity of the physical person using the means of electronic communication.

Determining and verifying the identity of a party through video identification is not possible for entities that the Bank, based on the risk analysis for money laundering and terrorism financing, previously classified as high-risk for money laundering and terrorism financing or that comes from a country that has strategic deficiencies in its system for the prevention of money laundering and terrorism financing (Annex 16 Procedure for the prevention of money laundering and terrorism financing).

Before initiating video identification, an employee notifies the user about the obligation to obtain consent and obtains consent for the whole video identification procedure, especially for recording images and sounds and keeping audio-video recordings in accordance with the law (consent must be recorded).

It is mandatory to confirm the party's identity during the video identification using a one-time, time-limited OTP (one-time password) that the user receives via the provided telephone number.

In order to confirm the identity without video identification through electronic channels (electronic and mobile banking), the User can have a user name/password for ebanking, i.e. PIN, fingerprint and facial recognition for mobile banking.

In the distance contracting process, all activities carried out by the User and the Bank are carried out through the means of distance communication, namely:

- 1) qualified Bank e-signature
- 2) advanced e-signature of the user or qualified e-signature of the User;
- 3) qualified time stamp

If the law prescribes that a certain type of contract on financial services may only be concluded in writing, a distance contract may be concluded through distance communication means in the form of an electronic document, using a qualified e-signature, in accordance with the law regulating e-signatures.

The User can sign a distance contract with a value of up to RSD 1,200,000, and exceptionally a distance deposit contract in the value of up to RSD 2,400,000, if the Bank has checked and confirmed their user identity using at least two elements for confirming the user's identity (authentication) or using electronic identification schemes with a high level of reliability, in accordance with the law, other regulations and by-laws.

If the User and the Bank conclude a contract on financial services through electronic services, the User has the right to request communication with an employee, that is a natural person employed by



the Bank, in order to provide the necessary information, in the pre-contractual phase, as well as in justified cases after the conclusion of the contract, and during the Bank's business hours, which cannot be shorter than 50 hours per week.

Distance contracting implies that the contracting, signing and pre-contracting phases are entirely completed through distance communication means, without the physical presence of the User at the Bank. The contractual documentation is created on a permanent data carrier in electronic form and is made available to the User, after electronic signing, for the duration of the validity of the contract (delivery by email and/or via electronic channels for electronic and mobile banking).

The contract is concluded in Serbian and communication between the User and the Bank during the term of the contractual relationship shall be performed in Serbian.

Provisions of regulations regulating the protection of financial service consumers in distance contracting, the protection of financial service consumers, consumer protection and financial services that are the subject of distance contracts shall be applied accordingly to the issues of user protection that are not regulated by these General terms of distance contracting, business of financial services providers, obligation relations and personal data protection.

If a distance framework contract is concluded on the basis of which the Bank is obliged to successively provide the User with a certain financial service or to provide them with several separate services of the same kind during a certain period – the terms of these General terms of business for distance contracting apply only to that distance contract, i.e. to the contract that preceded the provision of those services (e.g. framework contract for the execution of transactions). If the Bank is obliged to successively provide the User with a certain financial service or to provide them with several separate services of the same kind during a certain period without a previously concluded framework distance contract – the terms of these General Terms and Conditions of Business for Distance Contracting apply only to the first provided financial service, or to the next service of the same kind if more than one year has passed after the provision of such a service.

The General terms of business for distance contracting are directly applied to the rights and obligations from the contractual relationship between the Bank and the User that are not determined by the contract.

The provisions of the General terms of business for distance contracting shall be applied to the rights and obligations arising from distance contracting between the Bank and the User, which are not defined by the concluded contract. In the event of the noncompliance of one or more terms of the contract that the Bank concludes with the User with these General terms of business for distance contracting, the terms of the concluded contract shall apply for the Bank and the User.

The Bank has published the General Terms and Conditions of Business for Distance Contracting (in Serbian) in a visible place in the business premises in which it offers services and on the website www.aikbank.rs.

If the Bank adopts new or amends the existing General Terms and Conditions for contracting, it is obliged to notify the Client in the manner agreed upon, and to make these amendments available to



the Client no later than 30 days prior to their entry into force, and within the same period, the Bank is also obliged to display the amendments in a clearly visible place in its business premises and on its website, with a clear indication of the date from which they become applicable.

The Bank is obliged to provide the Client with appropriate explanations and instructions regarding the application of the General Terms and Conditions of Business in relation to a specific financial service, as well as to deliver those terms to the Client in written form immediately upon the Client's request.

II THE USER'S RIGHT TO INFORMATION

2.1. Submission of information in the pre-contractual phase

The User has the right to receive information about the Bank as a service provider, financial services, the distance contract and the method of resolving disputes within a reasonable time period, before concluding a distance contract.

Information for the User must be clear, easy to understand and suitable for the used means of distance communication, and the Bank is obliged to clearly highlight their business purpose.

The Bank shall:

- act conscientiously when providing information, with the attention of a good professional and in accordance with good business practice, especially without misleading the user at any point concerning the provision of financial services.
- when information is delivered to the representative of a legally incompetent person for the purpose of concluding a distance contract in the name or on behalf of the legally incompetent person – act with the care that is appropriate to the need to adequately protect the rights and interests of all persons.
- ensure that the content of the distance contract concluded with the user is in line with the information delivered to that user.

2.2. Information about the Bank and the financial service

Information about the Bank as the service provider, which the Bank delivers to the User, includes:

- 1) business name and address of the Bank's head office, as well as any other address where the User can make contact with regards to the distance contract, including an email address;
- 2) activity;
- 3) data on the register in which the Bank is registered, the identification and tax identification number, that is the registration number or another appropriate identification label in that register;
- 4) name of the authority that issued the licence for the performance of the Bank's activities, that is which supervises the performance of the Bank's activity.

Information about the financial service includes:

- description of the basic characteristics of the financial service,
- total fee that the user should pay for that service, that is the elements on the basis of which the User can calculate the total fee,



- warning about the possibility of other fees, costs, taxes and fees in connection with the contract that are borne by the User,
- warning that the financial service is connected to the instruments that include specific risks arising from the specificity of those instruments,
- validity period of the offer or information,
- method of payment and the fulfilment of obligations in connection with the distance contract,
- information on additional costs that may arise due to distance communication, which are borne by the User.

2.3. Distance contract information

Distance contract information includes:

- 1) information about the right of the User to withdraw from the distance contract in accordance with this law and the deadline and the term for exercising that right, including the legal consequences of withdrawal from the contract, the instructions on the manner of exercising this right, information about the address at which the user shall submit a statement of withdrawal, as well as the consequences if the User does not use the right to withdraw, that is the information that there is no right to withdraw from the distance contract;
- 2) the validity of the distance contract, if the subject of the distance contract is the permanent or temporary provision of financial services;
- 3) information about the right of contracting parties to unilaterally terminate or cancel the distance contract before the expiration of its validity, as well as about the possible obligation to pay fines, fees and other costs in that case; 4) information on the regulations that apply to the distance contract and/or on the jurisdiction of the court for resolving disputes from that contract;
- 5) instructions on the procedure and method of concluding distance contracts;
- 6) information about the language in which this contract may be concluded and in which communication would be realised during the term of the contractual relationship, if the user demands the conclusion of this contract and the performance of communication in a language other than Serbian.

2.4. Information about the method of resolving disputes

The Bank shall provide the possibility of submitting complaints, in the business premises where it offers its services to users and on the internet, that is the possibility for the User or the provider of collateral to become familiar with the method of submitting a complaint and the procedure for dealing with a complaint.

Information about the method of resolving disputes include information about the user's right to submit a complaint to the Bank or the National Bank of Serbia, as well as the possibility of intermediation with the National Bank of Serbia from a distance contract, the method and conditions for submitting a complaint and a proposal for mediation.

In the case of distance contracts, the User has the right to submit a complaint within six months from the day of learning that their rights have been violated by using the means of distance communication used to conclude the contract to which the complaint is related. Exceptionally, a complaint may be



submitted orally via telephone, but only if the contract to which the complaint is related was concluded using this means of distance communication.

The Bank is obliged to provide the complainant with a clear, comprehensible and complete response to the complaint in writing, within 15 days from the day of receipt of the complaint, and it is also obliged to inform the complainant of their right to file a complaint with the National Bank of Serbia, as well as to get familiar with the way in which the complaint can be filed.

The Bank cannot charge the complainant a fee or any other costs for handling the complaint.

The complaint should contain User's personal data, which is required for their identification, and the reasons for submitting the complaint.

If the complainant is not satisfied with the response to the complaint or if the response has not been delivered to him/her within the period specified in that article, the complainant may, before initiating judicial proceedings, submit a complaint to the National Bank of Serbia, in writing, if they believe that the Bank has not adhered to the provisions of the Law on the protection of financial service consumers, the Law on the protection of financial service consumers in distance contracts, other regulations that regulate these services, the general terms and conditions of business or good business practices related to those services or obligations under the contract concluded with the User, that is the complainant.

In the event described in the previous paragraph, the User has the right to submit a complaint to the National Bank of Serbia within 6 (six) months from the day of receipt of the response to the complaint, that is from the expiration of the deadline for submitting the response.

2.5 Information regulated by other regulations

The Bank is obliged to provide the user with all other information at the same time, in accordance with the provisions of special regulations. If the subject of the distance contract is payment services, the Bank, as the provider of payment services, provides adequate information in accordance with the provisions of the law on payment services, which regulates the provision of information in the pre-contractual phase of the framework contract on payment services and contracts on a one-time payment transaction.

2.6. Information about verbal communication

If the Bank intends to communicate the information in the pre-contractual phase orally, during conversation through the means of distance communication (e.g. landline or mobile phone or internet telephony), the person making the call on behalf of the Bank must clearly state at the very beginning of this conversation the business name of the Bank and the business purpose of the call. If the user expressly agrees to the conversation, the person making the call on behalf of the Bank is obliged to notify the user of their identity and the nature of the relationship with the service provider, as well as to communicate all the information to which the User is entitled according to the Law on the protection of financial service consumers, when making distance contracts.



If the regulations determine the obligation of the Bank to provide the information to the user in the pre-contractual phase in writing on paper or another permanent data carrier, the provision of this information during the conversation shall not exclude this obligation.

2.7. Providing information on paper or another permanent data carrier

The Bank is obliged to provide the user with the proposed text of the distance contract and all prescribed information within a reasonable time, before concluding the contract, in writing or another permanent data carrier available to the user.

If the distance contract was concluded at the request of the user using a distance communication means that does not allow the delivery of the contract in text form and the information in the manner and within the deadlines established in this paragraph, the Bank is obliged to deliver this text and this information to the user immediately upon concluding the contract.

The User has the right to request the service provider, during the course of the contractual relationship, to provide him/her immediately with a copy of the concluded distance contract in paper form.

The User may, during the course of the contractual relationship, change the distance communication means, if it is not incompatible with the concluded distance contract or the nature of the financial service that is the subject of the contract.

III THE USER'S RIGHT TO WITHDRAW FROM A DISTANCE CONTRACT

3.1. The User's right to withdraw from a distance contract

The User has the right to withdraw from a distance contract within 14 days from the day of concluding this contract, without stating the reason for withdrawal.

The User is obliged to submit the declaration of withdrawal from a distance contract to the service provider in writing or on a permanent data carrier. The distance contract ceases to be valid at the moment when the Bank receives the declaration of withdrawal.

3.2. Legal consequences of withdrawal from a distance contract

The user has the right to withdraw from a distance contract without paying a special fee (withdrawal fee) or a fee for any costs that the service provider may have incurred in connection with the conclusion of that contract.

If they withdraw from the distance contract in accordance with these General terms of business for distance contracting, the User shall not be held responsible for any possible damages that the Bank has incurred, unless they withdrew from the contract with the intention of causing the damage.

The User shall pay only a part of the total contract fee for the service that the Bank really provided, based on the distance contract, until the moment of the receipt of the declaration on withdrawal from the contract, whereby the amount cannot exceed the amount that is proportionate to the total contracted fee for the services already provided in relation to the total volume of the contracted services, nor can it be such that it can be considered to be a penalty or another type of fee for withdrawal.



The Bank cannot request the User to pay the amount determined according to these General terms of business for distance contracting, in the following cases:

- 1) if it has proof that the User, in accordance with the article, was duly informed about the consequences of withdrawal from the distance contract, including the payment of this amount;
- 2) if it started executing its contractual obligations without the consent of the User, before the deadline for withdrawal.

The Bank is obliged to, immediately, within 30 days from the day of receipt of this declaration of withdrawal, return to the user the amount of funds that it received from them on the basis of a distance contract, the part of the total contracted fee for the service deducted for the service that the Bank actually provided based on the distance contract, until the moment of receiving the declaration on withdrawal from the contract.

The User shall immediately, within 30 days from the day of the referral (dispatch) of the declaration on withdrawal, return to the Bank the amount of funds received, based on the distance contract.

3.3 . Effects of withdrawal from a distance contract on other related contracts

If the User withdraws from a distance contract in accordance with these General terms of business for distance contracting, it will be terminated, without stating the reasons or paying a fee, and any other related distance contract that the user has concluded with the Bank or third party on the basis of a distance contract from which they withdrew or in relation to that contract.

3.4. Execution of the distance contract before the expiration of the withdrawal period

Execution of the distance contract may only begin before the expiration of the withdrawal period if the user expressly requests it. The Bank cannot request the fulfilment of user's obligations based on the distance contract before the expiration of the withdrawal period.

IV OTHER RIGHTS OF THE USER IN DISTANCE CONTRACTING

4.1. Financial services that the user did not request

The Bank will not provide financial services that the user did not request, that is, in connection with which they did not conclude a distance contract on the basis of which they would have an obligation towards the Bank.

Providing financial services that the User did not request does not produce legal effect for the User, nor can the User have any such obligation towards the service provider on that basis.

It is not considered that the user has accepted the service provider's offer if they have not responded to it within a certain period. If the Bank offered, that is, suggested changes and/or amendments to a distance contract already concluded with the user, it can be contracted that it shall be considered that the User agrees with this offer, that is, this proposal, if they have not responded within the determined deadline, if the possibility of such a change and/or amendment to the contract is determined by law.



The Bank and the User have the right to contract the tacit renewal of the validity of the contract, if the possibility of the tacit renewal of the validity of the contract on a certain financial service is determined by law.

4.2. Communication with the user

The Bank may only use the following means of distance communication if the User previously gave consent for their use:

- 1) automated calling systems that operate without human intervention (e.g. automated calling device or automated email sending);
- 2) fax machines (telefax).

Means of distance communication that enable individual communication with the user can only be used if the user previously gave consent for their use or if they explicitly do not object to their use.

Means of distance communication cannot be used in a manner that causes additional costs for the user.

4.3. The right to terminate the distance contract

If the Bank did not act in accordance with the General terms of business in distance contracting, the user may at any time unilaterally terminate the distance contract, without having to pay any expenses, fees or penalties, and the Bank shall not have the right to compensation for the damage incurred due to the termination of the distance contract.

4.4. Burden of proof

In the event of a dispute, the Bank shall bear the burden of proof that it provided the user with the information and that it performed other obligations in accordance with the legal regulations and these General terms of business for distance contracting, as well as that the user gave consent to conclude the distance contract.

4.5. Obligations of third parties acting on behalf of the service provider

The obligations determined by the law are related to entities through which the Bank provides financial services and entities to which the Bank entrusted the provision of those services, that is entities undertaking certain actions in relation to the distance contract, based on the business relationships determined with the Bank.

4.6. Mandatory nature of the provisions of the Law on protection of financial service consumers in distance contracting

The user cannot waive the rights determined by the Law on the protection of financial service consumers in distance contracts.



If the law of the country chosen as applicable for distance contracts with a foreign element provides the user with less protection than the protection provided by the provisions of the Law on the protection of financial service consumers in distance contracts, the provisions of the Law on the protection of financial service consumers in distance contracts shall apply.

V THE USER'S OBLIGATIONS

For the purpose of data protection and safe business through electronic and mobile banking, the User is obliged to:

- use the means of identification, authorisation and/or signature in such a way as to preserve its secrecy, that is not to write down, disclose or make available to third parties the user name and the password,
- immediately and without delay notify the Bank about any unauthorised use of the Means of identification, authorisation and/or signature, about all other forms of misuse of the Means for identification, authorisation and/or signature or the services of electronic and mobile banking, as well as any use of them that is not defined or in accordance with these General terms of business for distance contracting.

The User accepts full responsibility for all obligations arising from the use of Means for identification, authorisation and/or signature.

The User is obliged to confirm the accuracy of the data available to the Bank, that is, to report any changes to all personal and contact data in the organisational unit of the Bank in case of untimeliness.

The User is obliged to:

- ensure control of access to devices from which they use the service of electronic and mobile banking,
- behave responsibly and reasonably on the internet, in the sense that they will not open e-mails with unknown links or malware and allow the device from which the service of electronic and mobile banking is accessed to be infected with malware that could cause financial damage to the User,
- conduct safety protection measures on devices used to access the service of electronic and mobile banking,
- use programs for protection from malware and access the service of electronic and mobile banking only from devices that do not contain malware programs,
- regularly monitor the online presentation of the Bank, especially the notifications of the Bank with regards to the service of electronic and mobile banking and adequately react in accordance with them.

In case of failure to comply with the obligations, as well as in case of the violation of provisions of these General terms of business for distance contracting, it shall be deemed that the User acted with extreme carelessness and will bear any damage caused due to such behaviour, in the full amount.

VI CONFIDENTIALITY AND DATA PROTECTION



Data obtained by the Bank in the course of the contractual relationship with the User (user of an account, loan or overdraft) is a trade secret and the Bank's regulations and internal acts governing the protection of trade or bank secrets and personal data protection apply to them, as well as to the collection and processing of personal data.

The Bank processes the personal data of the user in accordance with the provisions of the Law on personal data protection and the internal acts of the Bank.

Personal data is collected with the aim of executing the contractual relationship between the User and the Bank, as well as processing personal data for marketing purposes when the User gives explicit consent.

Information on processing personal data, the data operator and the person in charge of personal data protection, and the User can be found in detail in the following document: Notification about processing personal data that is published/available on the website of the Bank and in all its branches, as in the process of concluding distance contracts.

VII APPLICATION OF LAW AND THE RESOLUTION OF DISPUTES

The interpretation of contracts and other legal relations between the Bank and the User is carried out by applying the law and other regulations of the Republic of Serbia, unless otherwise agreed.

The substantive and procedural law of the Republic of Serbia shall be applied to the resolution of disputes between the User and the Bank, unless otherwise agreed.

For resolving possible disputes between the Bank and the User, the competent court shall be determined by law, unless the parties have agreed otherwise, within their legal authorisations.

VIII TRANSITIONAL AND FINAL PROVISIONS

These General Terms and Conditions of Business in Distance Contracting shall enter into force on the day of adoption of the Bank's Board of Directors, and shall be applied as of 1 July 2025.



INSTRUCTIONS ON THE PROCEDURE FOR AND METHOD OF CONCLUDING DISTANCE CONTRACTS

INTRODUCTION

As part of the strategic commitment of AikBank in the direction of the digitisation and modernisation of the product and service offer, it was possible to APPROVE ONLINE PLACEMENT in the eBanking and mBanking applications of our Bank. The "Custom offers" functionality available through the eBanking/mBanking application offers the possibility of the online application for a loan, credit card, allowed overdraft, term of funds and opening a savings account in RSD, EUR and USD currencies.

The Procedure for the conclusion of a contract

Two-factor authentication, which confirms the activation of electronic and mobile banking services, allows users to apply for products and services without coming to a branch. Soft licences, which are integrated into the AikBank mBanking solution, enable electronic consent as a way of concluding a contract between two parties and they were developed in order to ensure the necessary level of security. AikBank electronic and mobile banking users have the option to use their mobile device (Android and IOS), on which they have the application installed, to create a secure tool for agreeing with contractual documents. The Bank guarantees the irrefutability and immutability of the electronic document, that is the contract and all accompanying documentation, by signing with a qualified certificate on the part of the Bank and placing an electronic time stamp.

If the client does not have an activated **TOKEN**, it is necessary to activate it before starting the process with the "USER GUIDE FOR USING THE MOBILE BANKING APPLICATION FOR NATURAL PERSONS", which is available on the AikBank website.

Instructions on the procedure and method of concluding distance contracts

After logging in to the eBanking or mBanking application, the current offer of online products can be accessed by selecting the Custom offers option.

Applying for a product is done by selecting the desired product from the list:

- Credit card
- Cash loan



- Overdraft
- Term deposit
- Vista deposit

By choosing the option Credit card, Cash loan with receipt of earnings (longer than 6 months) or Overdraft, the loan calculator will open where it is necessary to select the amount of the limit, and below it is possible to see the terms and conditions (Repayment period in months, NKS, EKS, minimum monthly obligation and the total amount that the user must pay). Selecting the Continue option takes you to the next step, Data adjustment.

The second step, Data adjustment, serves to verify personal data. If all the data is correct, it is necessary to check the option "I confirm the accuracy of the data", and then the option Confirm.

The third step, Offers, in which it is mandatory to check the confirmed data, the conditions under which the client is applying for a credit card and the download of pre-contract documents. By clicking Download, the client downloads the documents. It is necessary to mark that the client agrees with the Bank's offer and that they agree that the Bank shall obtain a report from the credit bureau and charge the fee to the client's current account.

By clicking on Confirmation, the request is sent to the Bank and the client receives a message that they have successfully submitted the request and that it is in the process of analysis.

By clicking on Confirm, the field for entering the mPIN opens and after entering the credit card, the request will be processed.

Other credit products are implemented in a similar way, while the procedure for the deposit process is described below. Submitting a request for Online Savings begins with the selection of a savings product and the confirmation of data and the display of product details.

The next step is Offers, in which it is mandatory to check the confirmed data, the conditions under which the client applies for a credit card and the download of pre-contract documents. By clicking Download, the client downloads all the documents. It is necessary to mark that the client agrees with the Bank's offer.

After choosing the Continue option, the client gets to download all the contractual documents that they need to download and, after confirming the request with mPIN, he gets a confirmation that he has successfully transferred the funds.