HOW TO SUBMIT A COMPLAINT FORM - FOR LEGAL ENTITI

RIGHT TO SUBMIT A COMPLAINT TO AikBank AD Beograd

A Client - Legal Entity, has the right to submit a complaint to AikBank AD Beograd (hereinafter: the Bank).

Deadline for submitting a complaint:

- if the Client is a Legal Entity and submits the complaint as a payment services user or an electronic money holder pursuant to the law governing payment services deadline is 6 (six) months from the date the Client's discovers the violation to their right or interest occurred,. In any case, the right to file a complaint expires after 3 years from the day the client's right or legal interest was violated;
- if the Client is a Legal Entity and submits the complaint as a user of services the Bank provides under a loan agreement, deposit agreement, safe deposite agreements or any agreement relating to foreign currency, foreign exchange and foreign exchange transactions, a guarantee issuance agreement, aval and other form of surety (guarantee business), and other services the Bank provides in accordance with law deadline is 60 days from the date the Client discovers the violation to their right or interest, and no later than within 3 years from the date when the violation occurred.

The compliant referred to in the previous paragraph may be submitted in writing, indicated as a 'Letter of Complaint', as follows:

- personally delivered to one of the commercial premises of Bank;
- by post to the address AikBank AD Beograd, Bulevar Arsenija Čarnojevića 59A, 11070 New Belgrade;
- via the Bank's home page at www.aikbank.en/complaints;
- via electronic mail (e-mail) to the following address: prigovori@aikbank.rs;
- via electronic or mobile banking application

The complaint must include the Client's information through which the relationship with the Bank may be unequivocally identified, as well as the reasons for filing the complaint

Along with the complaint submitted through an authorised representative, a separate power of attorney is also provided, whereby the Client authorises the representative to submit the complaint on their behalf and take actions on their behalf in the proceedings related to the complaint. Additionally, the Client grants permission for the representative to access information pertaining to them, which constitutes banking secrecy under the laws governing banks, or business secrets under the laws governing payment services

The Bank shall consider the complaint and respond to the Client, in writing, no later than 15 days from the date of receipt of the complaint. Exceptionally, if the Bank, due to reasons beyond its control, cannot provide a response within the specified period, this deadline may be extended for up to an additional 15 days of which the Bank is required to inform the Client in writing within 15 days of receiving the complaint.

The Bank shall not charge the Client a fee or any other expenses for processing the complaint.

POSSIBILITY AND MANNER OF SUBMITTING A COMPLAINT WITH THE NATIONAL BANK OF SERBIA

In the event that the Client - Legal Entity, as a payment services user or electronic money holder, is dissatisfied with the Bank's response or the response was not submitted within the prescribed deadline, prior to initiating a court proceeding the Client may submit a complaint to the National Bank of Serbia in writing: either by mail or through the website of the National Bank of Serbia:

- Narodna Banka Srbije, Sektor za zaštitu korisnika finansijskih usluga, Kralja Petra 12, 11000 Beograd or
- website of the National Bank of Serbia – **https://www.nbs.rs/sr_RS/formulari/prituzba**

The Client - Legal Entity may submit a complaint within 6 months from the date of receipt of the Bank's response or until the deadline for the submittal of a response to a complaint expires.

The complaint must include information which enables Client identification (business name, registered seat, company number and the name and surname of the legal representative) and Bank identification (business name and registered seat), identifying the Client's relationship with the Bank and the reason for the complaint i.e., the desired outcome. With this complaint, the Client is to submit the initial complaint submitted to the Bank, the response to the complaint (if the Client was sent a response by the Bank) and relevant documentation through which the claims made in the complaint may be assessed.

If the complaint is submitted through an authorised representative, in addition to the aforementioned documentation a separate power of attorney is also to be provided, whereby the Client authorises the representative to submit the complaint to the National Bank of Serbia relative to the work of the specific Bank on their behalf and to take actions on their behalf in the proceedings related to the complaint. Additionally, the Client grants permission for the representative to access information pertaining to them, which constitutes banking secrecy under the laws governing banks i.e., business secrets under the laws governing payment services

MEDIATION PROCESS INITIATED BEFORE THE NATIONAL BANK OF SERBIA

If the Complainant (Client - Legal Entity as a payment services user or electronic money holder) is dissatisfied with the response or a response was not provided within the prescribed deadline, the disputed relationship between the Client and the Bank may be resolved through extrajudicial proceedings - mediation process. A mediation process is initiated at the request of one party to the dispute which is accepted by the counterparty. The proposed mediation process is submitted to the National Bank of Serbia in writing, either by mail or through the website of the National Bank of Serbia:

- Narodna Banka Srbije, Sektor za zaštitu korisnika finansijskih usluga, Kralja Petra 12, 11000 Beograd or
- website of the National Bank of Serbia – **https://www.nbs.rs/sr_RS/formulari/prituzba**.

A client that is a legal entity, which is using services that the Bank provides based on a loan agreement, deposit agreement, safe-deposit box agreement and agreements related to foreign exchange, foreign - currency exchange, and brokerage services, agreements for issuing guarantees, avals, and other forms of sureties, as well as other services that the Bank provides pursuant to the law, except payment services as defined by the law regulating payment services, **does not have the right to file a complaint with the National Bank of Serbia, nor to submit a proposal for mediation.**