

**CONTRACT ON PROVISION OF ELECTRONIC PAYMENT SERVICES FOR LEGAL ENTITIES AND ENTREPRENEURS**

Concluded on \_\_\_\_\_ in \_\_\_\_\_ between:

1. KBC Banka ad Beograd, Pozeska 65b, registration number 17138669, Tax ID number 10000049, represented by ..... and .....in accordance with the valid Decision of the Executive Committee on signing authorization (herein and after: BANK)

And

2. .... (name and Head office of Client) represented by the Director \_\_\_\_\_, registration number \_\_\_\_\_, Tax ID number \_\_\_\_\_, payment operations account \_\_\_\_\_, contact person \_\_\_\_\_, contact phone \_\_\_\_\_, (herein and after: CLIENT)

**Article 1**

Scope of this Contract is regulation of rights, obligations and responsibilities of Contractual parties for use of electronic payment services (herein and after: KBC eBanking). KBC eBanking is a service which enables the clients the exchange of information and electronic disposal of client account assets. KBC eBanking service is available to the client 24 hours a day, seven days a week.

**Article 2**

**Definition of Contract terms**

1. **Client** represents a legal entity-entrepreneur who has an open current account for payments for execution of payment transactions;
2. **Electronic message** represents an information which is generated, sent, checked, accepted and saved electronically (electronic payment order and other financial documents);
3. **Electronic signature** represents the data in the electronic form submitted together with the electronic messages and documents and serves for reliable identification of authorized person of the client and protection of integrity of submitted messages and documents;
4. **Authorized person** represents the person authorized by the client to exchange the information with the Bank in the electronic form and dispose of assets from the account via KBC eBanking service by using the instruments for generation of electronic signature and electronic signing;
5. **Data for generation of electronic signature** represents the secret cryptographic key, code or password used by the authorized person of the client for generating electronic signature;
6. **Instrument for generation of electronic signature** represents the device (hardware) and program (software) used for the incorporation of procedures for generation of electronic signature and reliable safekeeping of data;
7. **Smart card** represents the device on which the digital certificate and cryptographic key for access to KBC eBanking are kept;

8. **Smart card reader** represents the device for reading in the data from smart card;
9. **User name** represents the combination of signs for unique identification of client by the Bank;
10. **Secret password** represents the combination of signs assigned to the client or determined by the client as the secret data for use of smart card;
11. **Secret key** represents the combination of signs in the electronic form necessary for generation of electronic signature and deciphering of messages;
12. **Sender of electronic message** represents the person who sent the electronic message or the message was sent in his name;
13. **Receiver of electronic message** represents the person who received the electronic message or the message was received in his name;
14. **Mediator of electronic message** represents the person who participates in the exchange of electronic messages, but is not considered either as the sender or as the receiver;
15. **Digital certificate** represents the electronic confirmation of connection between the electronic signature and identity of signatory, issued by the Certification Body, special organization unit in the Bank.

### Article 3

The Bank is obligated:

1. to provide the client the KBC eBanking services defined by this Contract, access form for electronic payments (herein and after: Access form) and Instruction for use of KBC eBanking program (herein and after: Instruction)
2. to give to the client: Instruction, secret password in the protected envelope, user name, smart card reader, smart card with the secret key and digital certificate. With the use of assigned secret password for identification and key for digital signing, the signatory of electronic message can be identified and access KBC eBanking;
3. to provide the protection and secrecy of electronic messages and other client data, as well as to prevent the misuse of client data;
4. to forward the data on exchange of electronic messages only to the client, and to other users only on the basis of prescribed requests;
5. to temporarily cancel the exchange of electronic messages if it suspects the misuse in the KBC eBanking system;;
6. to note and record, in line with regulations, the total exchange of electronic messages with the client on its system;;
7. upon the request of the client and in case of damage, loss or alienation of smart card, to award a new smart card and new secret key and password, with the collection envisaged by the acts of the Business Policy of the bank;
8. to upgrade the system of exchange of electronic messages, incorporate the changes in regulations and improve security mechanisms.

### Article 4

#### Client obligations

The client is obligated to:

1. contract one or more KBC eBanking services in accordance with the selection in the Access Form, which is the inherent part of this Contract;

2. to adhere to all legal regulations regulating the field of payment operations in course of execution of payments;
3. to ensure the control of access to the equipment used for the exchange in KBC eBanking;
4. to take over the responsibility for safekeeping of secrecy of secret password and secret key and password and secret key, as well as for their distribution to the persons designated by him, as well as costs of their use;
5. if the signatory of the electronic message suspects or learns that another unauthorized person knows secret password or that this person learnt about the password in another way, to immediately replace the password acting in line with the procedures described in the Instruction
6. to inform the Bank without delay on all attempts of unauthorized access to the system of KBC eBanking;
7. to keep and use the assigned smart card in the way prescribed in the Instruction, as well as to compensate to the Bank for possible damage incurred from the inadequate keeping and using of smart card.
8. to report without delay the loss or alienation of smart card in another way; the client is responsible for the possible damage occurred from the moment of non-possession of smart card up to the loss reported to the Bank.
9. to compensate to the bank possible consequences caused by the non-expert or unauthorized use of equipment on which it is using services for KBC eBanking;
10. to enable the Bank, for purpose of elimination of possible obstacles in the functioning of system, system upgrade or maintenance of equipment on which the system in the Bank is installed, to temporarily cancel the exchange of electronic messages with announcement at least two days in advance.

#### **Article 5**

Contractual Parties agree:

1. that the exchanged electronic message is considered as valid for procedures related to the acceptance and processing of payment orders and other information in payment operation system;
2. that the electronic signature is sufficient for identification of authorized person, signatory of the electronic message and that it is realized by use of instruments for for generation of electronic signature, which is the responsibility of the signatory of the electronic message;
3. that the electronic signature which can be verified on the basis of digital certificate has the same legal validity as the hand signature, as well as that it is connected to the exchanged electronic message in the way which ensures the detection of any change of data.
4. that the electronic message is sent by the sender if the sender sent it himself or sent by the authorized person in the name of the sender;
5. that the electronic message is received by the receiver personally or by the person who acted upon the authorization of the receiver;
6. that the smart card and smart card reader are the ownership of the Bank and that the client is obligated to return them at the Bank's request.

#### **Article 6**

The Bank is not responsible for the equipment and program systems through which the client is using the KBC eBanking services.

The Bank is not obligated to respect the deadline of announcement from the article 4, paragraph 9 when it is required by the urgent and safety reasons.

#### **Article 7**

In course of use of KBC eBanking service, payment orders are executed from the client's account in line with the provisions of the Contract on opening and maintenance of account and general rules of operation in payment operations. The client is especially committed to the regularity of filling in of payment orders, control of executed orders, regularity of booking of changes on the account, as well as on timely reporting of all the statutory changes to the Bank.

#### **Article 8**

The client authorizes the Bank to directly debit his current account for the costs of system maintenance and issuance of safety equipment whose prices are given in the Price list of the Bank the client is acquainted with.

The client agrees that the fee for use of KBC eBanking services should be calculated periodically and in the way prescribed in the Price list for the payment services, as well as to collect the calculated amount by the Bank order from the client's account.

The client agrees that the Bank can temporary cancel the receipt and sending of electronic messages until the disbursement of total liability for use of KBC eBanking.

The Bank shall submit to the client the calculation according to which it executed the collection of KBC eBanking services and upon the client's request the detailed overview of all executed services for the clients in the calculation period.

#### **Article 9**

If the client does not adhere to the obligations from this Contract, general prescribed conditions, rules of electronic operation and legal regulations, the Bank will temporarily or permanently cancel the receipt of electronic messages.

Temporary or permanent cancellation of delivery of all or individual electronic messages from contracted KBC eBanking services can also be initiated by the client by submitting of written request in the Bank's business unit.

In the situation of permanent cancellation of use of KBC eBanking services, the client is obligated to return to the Bank the undamaged smart card and smart card reader and compensate them to the Bank in case of loss or damage in line with the acts of the Bank's Business Policy.

#### **Article 10**

Contractual Parties accept the obligation to keep all the data obtained through the mutual business cooperation as the professional secret.

By signing of this Contract the client gives his explicit approval in line with the article 47 of the Law on Banks that the Banks is entitled to submit the data from this Contract, data on the User, documentation from the file enclosed with this Contract, as well as all other data considered as bank secret to the central data base of KBC group, members of its bodies, its shareholders, Bank employees, external bank auditor, as well as all other persons who should, due to the nature of their work have access to these data, and with whom the Bank has concluded the Contract on confidentiality of information.

**Article 11**

This Contract enters into force upon signatures of the authorised representatives of the Client and the Bank.

This Contract is concluded for the period of 12 (twelve) months, and it is automatically renewed for the same period if any of the Contractual Parties does not initiate the procedure of cancellation of Contract prior to the date of expiration of contracted period.

The cancellation deadline is 30 (thirty) days from the day of the receipt of the written evidence of cancellation.

In case of cancellation of the Contract, the Contractual Parties accept the previous fulfilment of all unsettled obligations.

The Bank can cancel the Contract prior to the expiration of 30 day cancellation notice if the client's account has been blocked during the longer period or if the procedure of bankruptcy or liquidation is initiated against the client.

**Article 12**

Contractual Parties agree to upgrade the mutual rights and obligations through the Annex to this Contract and on the basis of arrangements and change in regulations arranging the exchange of electronic messages.

**Article 13**

Contractual Parties shall strive to settle any disputes arising from this contractual relation amiably, and in case of the court dispute, the Commercial Court in Belgrade shall be authorized for the dispute resolution.

**Article 14**

This Contract is made in 2 (two) identical copies, 1 (one) for each Contractual Party.

\_\_\_\_\_  
(place and date)

For the Bank

For the Client

\_\_\_\_\_  
(signature, position and stamp)

\_\_\_\_\_  
(signature and stamp)

For the Bank

\_\_\_\_\_