

**Notification on Amendments and Supplements to
the General Terms and Conditions for Payment
Services
for Consumers/Non-Consumers
at Zapad Bank AD Podgorica**

I Introduction

In the Notification on Amendments and Supplements to the General Terms and Conditions for Payment Services for Consumers/Non-Consumers, which apply to the opening and maintenance of transaction accounts and transaction accounts with payment cards, the method of execution, deadlines and recording of payment transactions, the formation and use of funds, client reporting on changes and account status, exchange rate lists used for currency conversion, interest calculation, fee calculation and collection for the Bank's services, account closure, the scope of information provided to the Client, as well as other matters related to the execution of payment services – the amendments and supplements refer to alignment with the changes to the Law on Payment Services, which entered into force on 20 February 2025, specifically regarding SEPA credit transfers.

II Bank – provider of payment services

Name:	ZAPAD BANKA AD PODGORICA
Address:	Montenegro, 81000 Podgorica, Moskovska no. 2b/VII floor
Registration no. at CRPS:	40009448
Company no:	03032531
Tax identification no:	03032531
BIC/SWIFT:	ZBCGMEPG
Transaction account at CBCG	907-57001-31
E-mail:	info@zapadbanka.me
Web:	www.zapadbanka.me
Phone:	+382 20 690 000
Fax:	+382 20 690 001
Supervisory authority:	Central Bank of Montenegro, seat at: 81000 Podgorica, Bulevar Svetog Petra Cetinjskog 6
Operation license issued by Cenral Bank of Montenegro:	0101-4014/67-3 of January 30, 2015

III Amendments and Supplements to the General Terms

In Section III Definitions and Interpretations

- The definition of item 23) *International Payment Transaction* has been amended and now reads as follows:

*„23) **International payment transaction** - a payment transaction in any currency where one payment service provider offers a payment service within the territory of Montenegro, and the other payment service provider operates within the territory of another country; as well as a payment transaction in EUR (euro) where one payment service provider offers a payment service within the territory of Montenegro, and the other payment service provider offers a payment service within the territory of another SEPA member state, and the service is executed through the SEPA payment scheme;“*

- the following terms have been added: 55) R-transaction, 56) SEPA (Single Euro Payments Area), 57) SEPA Payment, 58) SEPA Payment Scheme, 59) SWIFT (Society for Worldwide Interbank Financial Telecommunication), with the respective definitions as follows

*„55) **R-transaction** – refers to an international payment transaction in EUR (euro) to SEPA member states that the payment service provider is unable to properly execute or that results in exceptional processing, due to, among other reasons, insufficient funds, revocation, incorrect amount or date, lack of authorization, or an incorrect, closed, or terminated account.*

*56) **SEPA (Single Euro Payments Area)** – refers to a unified euro payment area in which legal and natural persons execute and receive payment transactions under the same basic conditions, with equal rights and obligations, regardless of the location of the payment service users, through SEPA payment schemes.*

*57) **SEPA payments** – refer to all types of credit transfers and direct debits carried out within the Single Euro Payments Area (SEPA) through SEPA payment schemes.*

*58) **SEPA payment scheme** – represents a set of rules, practices, and standards designed to ensure compatibility in the provision and operation of SEPA payment instruments, as agreed upon among payment service providers.*

*59) **SWIFT (Society for Worldwide Interbank Financial Telecommunication)** – refers to a global network for the exchange of financial messages among financial institutions, enabling secure, standardized, and reliable transmission of payment transaction information, regardless of the location of banks or other system participants, through SWIFT codes and messages in accordance with international standards;“*

In Section IV – Types of Payment Services, in paragraph 2, after the terms “national” and “international,” the term “payment transactions” has been added, so paragraph 2 now reads as follows:

*„Payment transactions executed by the Bank are divided into:
national payment transactions;
international payment transactions.“*

In section IV-2 Payment services

- In item 1. Content of the Payment Order – International Payment System, the word “applicable” has been added, so it now reads as follows:

„International payment system:

A properly completed order/request for international payment with all necessary information, including details of the payer, the payer’s account number, the amount and currency being paid, the payee with payment instructions, a detailed description of the purpose of payment, applicable payment options (cost sharing, value date), and the basis for the payment (invoice / pro forma invoice / contract / decision, resolution, etc.).“

- In item 6. Revocation and Changes of the Payment Order – International Payment Operations, a section regarding the revocation of SEPA payments has been added, so paragraphs 3, 4, and 5 now read as follows:

„User of payment services may request from the Bank the cancellation of a payment order after the Bank has received and processed it in its system.

Cancellation/Modification of a payment order abroad is possible, at the request of the user of payment services, even after processing the order via SWIFT or via SEPA payment scheme, by submitting a request to the Bank for order modification via email from the email address registered in the Bank’s system or in the Bank’s premises, whereby the Bank is released from liability for non-execution of return/change of the payment order.

If the transaction was executed via SWIFT, the Bank will send a revocation request to the correspondent bank using an MT192 SWIFT message and will charge the fee in accordance with the applicable Tariff. If the transaction was executed via the SEPA payment scheme, the Bank will send a revocation request to the payee’s bank using a camt.056 message and will charge the fee in accordance with the applicable.“

and paragraph 6 under International Payment Operations is deleted and relocated under the previous section on National Payment Operations, becoming paragraph 3, which now reads as follows:

„The revocation of a standing order must be submitted to the Bank for the following month at least one month before the scheduled payment date. In the case of a direct debit, when an agreed date applies, the payment service user may revoke the payment order no later than the end of the business day preceding the agreed debit date, without prejudice to the payer’s right to a refund.“

- In item 11. International Payments, a technical description of the execution of international payments has been added, along with the condition for selecting the "OUR" cost option and an explanation of R-transactions, so that:

paragraphs 3. and 4. now read as follows:

„The Bank executes valid international payment orders via SWIFT by sending an MT103 message for individual transactions, or an MT102 message for multiple transactions, or via SEPA payment schemes by sending a pacs.008 file, in accordance with the Timetable for the Receipt and Execution of Payment Transactions.

A valid international payment order is considered to be an order that contains at minimum the following information: client details, the account number from which the payment is made, payee details (full name, address, IBAN, payment instructions), purpose of payment, amount and currency of the payment, applicable payment options (urgency, cost coverage, etc.), accompanied by appropriate documentation for the execution of the payment (contract, pro forma invoice/invoice, decision, statement, or similar), and signed by the Client's authorized representatives. The order must also be covered by sufficient funds and the transaction fee must be secured on the payment service user's transaction account with the Bank.“

paragraph 6. now reads as follows:

„In the case of international payment orders executed via SWIFT, the payment service user authorizes the Bank to charge fees for the "OUR" option from the available funds on their transaction accounts held with the Bank, without requiring separate consent.“

And paragraph 11 is added that reads as follows:

„R-transactions, in the context of international payments in EUR (euro) to SEPA member states executed through SEPA payment schemes, represent a set of exceptional situations that include the revocation and/or refund of a payment transaction. A SEPA payment service user may request the Bank to revoke a payment, which must be executed within 10 business days, except in the case of fraud, where the deadline is 13 months. Refunds, initiated by the Bank at the user's request, must be executed within three business days. Upon the user's request, the Bank sends a camt.056 message to the payee's bank requesting the revocation or refund of the payment transaction“

- Item 12. Payments from abroad - The technical description of international inflows has been amended, so paragraphs 1 and 2 now read as follows:

„ In the case of incoming payments received via SWIFT, the payment service user's transaction account is credited with the value date corresponding to the date on which the Bank's account

with a foreign or domestic bank is credited, based on the receipt of an MT103 SWIFT message – single customer credit – or upon receipt of the account statement from the correspondent bank and the MT103 message.

For incoming payments received via the SEPA payment scheme, the user's transaction account is credited with the value date corresponding to the date on which the Bank's account with a foreign or domestic bank is credited, based on the receipt of a pacs.008 message or upon receipt of the account statement from the correspondent bank and the pacs.008 message. If a foreign or domestic bank revokes or modifies the payment order before the value date, the Bank will not process the incoming payment and shall bear no responsibility or obligation toward the payment service user on that basis. If the instruction/information provided by the payment service user is incomplete or if the required documentation or appropriate documentation is not submitted, the Bank has the right to withhold the incoming payment until the missing instruction/information/documentation is received, and will credit the user's transaction account no later than the next business day following receipt of the missing required instruction/information/documentation. If the payment service user fails to provide the required instruction/information/documentation within the given deadline, the Bank is authorized to return the incoming payment to the sender, deducting its own fees from the payment amount. The payment service user authorizes the Bank to charge fees for its services as well as intermediary bank fees incurred during the execution of the payment transaction from the available funds on their transaction account.

When processing incoming payments, the Bank enters the payment purpose code based on the data received in the MT103 message from SWIFT, the pacs.008 message from the SEPA payment scheme, or based on information provided by the Client. The Bank is authorized to request additional information from the ordering bank, if necessary, regarding the purpose of the incoming payment, as well as additional documents from the Client for the purpose of identifying the payment basis, in accordance with applicable legal regulations governing the prevention of money laundering and terrorist financing."

In Section VII – Protection and Correction Measures, item VII- Return of funds for authorized payment transaction initiated by or through the recipient of payment

- paragraph 2 has been added after paragraph 1, relating to SEPA payments, which reads as follows:

„In the case of SEPA payments, the payer has the right to a refund from their payment service provider even if the specified conditions are not met, provided that the refund request (revocation) is submitted within 10 business days, except in the case of fraud, when the request may be submitted within 13 months“

The previous paragraph 2 has become paragraph 3.

In Section XI Out of court procedures and alternative dispute resolution

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- Paragraphs 2 and 3 have been amended and now read as follows:

„For non-consumer Clients, the Bank is required to respond to the objections raised in the complaint within 15 (fifteen) days from the receipt of the complaint, either on paper and/or via email. If the Bank fails to provide a response to the non-consumer Client within the specified 15 (fifteen) day period for reasons beyond its control, it must inform the non-consumer Client with an explanation of the reasons for the delay in responding to the complaint and a deadline for providing the requested response, which must not exceed 30 (thirty) days from the date of receipt of the complaint.

After receiving a response to the complaint or in case of failure to receive a response from the Bank, the Client may submit a complaint in writing to the authority responsible for supervising the Bank's operations, namely the Central Bank of Montenegro (CBCG), headquartered in Podgorica, at the address: Bulevar Svetog Petra Cetinjskog no. 6“

In Section XII Liability Disclaimer

- An execution channel for international payment transactions – SEPA payment schemes – has been added, and Section XII – Liability Disclaimer now reads as follows

„The Bank shall not be held liable for the inability to perform payment operations in cases where objective obstacles to conducting payment operations occur. Objective obstacles are considered to be any events or actions that hinder or prevent the execution of payment operations, caused by force majeure, war, unrest, terrorist acts, strikes, interruptions in telecommunication links, and any other events whose occurrence cannot be attributed to the Bank. Obstacles also include the cessation or malfunctioning of the RTGS system, SWIFT, and SEPA payment schemes. This exclusion of liability also applies in cases where the Bank is required to act in accordance with applicable legal regulations“

XIV Final Provisions

These General Terms and Conditions come into effect on the date of adoption and apply from August 28, 2025.