

ZAPAD BANKA AD PODGORICA**Podgorica, 27/11/2025**

Pursuant to Article 206 of the Law on Credit Institutions ("Official Gazette of Montenegro", No. 72/19, 82/20, 8/21, and 24/25) and Article 79, paragraph 1, item (n) of the Articles of Association of Zapad Banka AD Podgorica, the Management Board of Zapad Banka AD Podgorica (hereinafter: "Bank"), at its 53rd regular session of the 4th term, held on 27 November 2025, adopts the following:

**GENERAL TERMS AND CONDITIONS OF BUSINESS
ZAPAD BANKA AD PODGORICA**

INTRODUCTION

1. Given the extensive range of financial operations entrusted to the Bank, the need for their timely execution, and demand for clear, legally binding terms governing the relationship between customers and the Bank, it is essential to set forth the Bank's General Terms and Conditions of Business (hereinafter: the "**General Terms and Conditions**"). Customers are informed of these Terms and Conditions when they open an account and establish any other form of business relationship with the Bank.
2. The General Terms and Conditions apply to all types and forms of business cooperation between the customer and the Bank, unless a specific agreement concluded between them specifies otherwise.

I GENERAL PROVISIONS

1. The General Terms and Conditions set out the standard terms governing the Bank's relationship with its customers, including the fundamental rights and obligations of each party, the methods of communication between the Bank and its customers, and other important aspects of their business relationship.
2. The purpose of these General Terms and Conditions is to establish clear and binding rights and obligations for the customer and the Bank in connection with the execution of business transactions and other communication.
3. The Bank will endeavor to provide customers with a comprehensive range of banking services, execute their orders, and support their operations, in accordance with the principles of security, trust, and sound business practice.
4. These General Terms and Conditions apply together with the individual agreement concluded with the customer, as well as with other special or general terms and conditions of the Bank applicable to specific types of banking and financial services offered to customers.
5. In the event of any inconsistency between these General Terms and Conditions and an individual agreement with the customer, or the applicable special or general terms and conditions, the provisions of the individual agreement or the relevant special or general terms and conditions shall prevail. Special and general terms and conditions supplement the specific arrangements agreed between the customer and the Bank, whether set out directly in the agreement or incorporated by reference.
6. General information on the banking and/or financial services offered by the Bank is available at the Bank's business premises where services are provided and on the Bank's website at www.zapadbanka.me.
7. The Bank will maintain the confidentiality of transactions, services, and customer data at all times, in accordance with international practice, applicable laws, and other regulations.

8. Unless expressly agreed otherwise in writing, the Bank assumes no obligations or responsibilities other than those set out in these General Terms and Conditions.
9. The Bank's customers also have other rights and obligations established by the General Terms and Conditions, other general and individual acts of the Bank, and agreements.
10. The Bank and its employees shall conscientiously execute customers' orders and safeguard their interests in accordance with applicable regulations and rules of business.
11. These General Terms and Conditions are legally binding.
12. By signing the Agreement or other legal documents, the customer confirms that they are familiar with and accept the provisions of the General Terms and Conditions.
13. Changes and amendments to these General Terms and Conditions shall be adopted by the Bank's Management Board and made in written form.
14. Any changes and amendments to the General Terms and Conditions will be made available to customers in both their full text and consolidated form on the Bank's website.
15. Unless otherwise provided in an agreement concluded between the Bank and the customer, the Bank does not assume obligations or responsibilities beyond those set forth in these General Terms and Conditions.
16. The customer may request, in written form, additional explanations and instructions from the credit institution relating to the application of the General Terms and Conditions.

II COMMUNICATION BETWEEN THE BANK AND CUSTOMERS

1. Communication between the Bank and its customers includes the exchange of data, information, opinions, and documents that are relevant to the business relationship between the Bank and its customers.
2. Within their business cooperation, the Bank and customers may communicate verbally, but only written documents are considered valid for their formal-legal and material relations, unless otherwise defined by a special agreement.
3. All documents in a foreign language submitted to the Bank must, upon the Bank's request, be translated into the Montenegrin language and certified by an authorized court interpreter.
4. In the process of mutual communication between the Bank and its customers, each party bears its own communication costs, unless otherwise arranged.
5. The customer who believes that the Bank is not fulfilling the obligations arising from the concluded agreement may submit a complaint to the competent organizational unit or body of the Bank responsible for handling complaints. The Bank is obliged to respond to the complainant within a reasonable period, and no later than 8 (eight) days from the day the complaint is submitted, unless a different deadline is prescribed by law for specific cases.
6. The place of performance for both the Bank and the customer is the Bank's registered seat.
7. In fulfilling contractual obligations toward the customer, the Bank is liable for the omissions of its employees and other persons engaged by the Bank for the performance of those obligations.
8. The Bank is not liable for damages suffered by the customer resulting from non-execution or untimely execution of the customer's orders in cases caused by force majeure, such as war, natural or environmental disasters, epidemics, power outages, interruption of telecommunication links, as well as any other similar causes not arising from the Bank's actions.
9. The Bank shall inform the customer of amendments to the Framework Agreement on the Provision of Payment Services (national and international payment transactions) for the Transaction Account for national payment transactions (BBAN) and the Transaction Account for international payment

transactions (IBAN), and the Framework Agreement on the Provision of Payment Services (national and international payment transactions via payment card) for the Transaction Account for national payment transactions (BBAN) and the Transaction Account for international payment transactions (IBAN) (hereinafter: the "Framework Agreement"), within the prescribed deadline, by delivering changes and/or amendments in one of the following manners:

- 1) in paper form;
- 2) via electronic mail (e-mail address);
- 3) via E-banking;
- 4) by publishing them on the Bank's website www.zapadbanka.me, whereby the Bank is obliged to send the customer a message to their mobile phone clearly indicating the link to the Bank's website where the changes and/or amendments can be read, as well as information containing the Bank's phone number or e-mail address through which the customer can obtain information on other ways to access the changes and/or amendments, and information that the customer may review them in person by visiting the Bank's specifically designated business premises.

The Bank is obliged to, within a reasonable period before the customer concludes the Framework Agreement or an agreement/order for a single payment transaction, inform the customer of the Bank's General Terms and Conditions, the General Terms and Conditions for the Provision of Payment Services for customers/non-customers at Zapad Banka AD Podgorica, and the Tariffs, in one of the following ways:

- 1) in written form in the premises and/or organizational units (branch, sub-branch, counter, foreign representative office) of the Bank ("Bank premises");
- 2) via electronic mail (e-mail address);
- 3) via E-banking (Net-banking application);
- 4) by referring the customer to the Bank's website www.zapadbanka.me ("website").

III PROCESSING OF PERSONAL DATA

1. Types of Personal Data Processed

In order for the Bank to provide quality and timely service, in accordance with legal regulations and sound business practice, the Bank is obliged to request that the customers provide personal data, which include the following information:

- personal details, e.g. first name, previous names, surname, gender, date and place of birth;
- contact details, e.g. address, e-mail address, landline and mobile phone numbers;
- identity information, e.g. photocopy/details of passport, national insurance number, identity card and citizenship;
- market research information, e.g. information and opinions expressed when participating in market research;
- user login credentials, e.g. login credentials for telephone and online banking and mobile banking;
- other information provided by completing forms/applications or communicating with the Bank in person, by telephone, e-mail, the internet, or otherwise;
- any other information relevant to the request you have made.

Information the Bank stores about the customer and/or generates during its operations includes:

- financial information of the Bank and information about the customer's relationship with the Bank, including products and services the customer has, channels the customer uses and ways the customer interacts with the Bank, the customer's ability to obtain and manage credit, payment history, transaction records, market

trading, payments into the customer's account including salary data, and information regarding complaints and disputes;

- information the Bank uses to identify and authenticate the customer, e.g. the customer's signature or additional information the Bank obtains from external sources needed for compliance;
- geographical information, e.g. locations the customer uses, payment terminals where the customer uses their payment card, etc.;
- information included in the customer's documentation, e.g. records of advice the Bank may have given;
- marketing and sales information, e.g. details of services the customer receives and preferences;
- cookies and similar technologies the Bank uses to recognize the customer, remember customer settings, customize the content the Bank provides, as well as the customer's IP address and access location to ensure the highest possible level of security;
- risk assessment information, e.g. credit risk rating, transaction and risk information;
- due diligence data, e.g. information relating to sanctions, money laundering and terrorism-financing controls, external intelligence reports, content and metadata relating to relevant exchange of information between individuals and/or organizations, including e-mail, voicemail, etc.;
- records of correspondence and other communications between the parties, including e-mail, live chat, instant messages, and social-media communications;
- information the Bank is required to collect for regulatory obligations, e.g. transaction details, reporting of suspicious or unusual activities, and information about persons connected to the customer or similar activities.

Information the Bank collects about the customer from other sources:

- information the customers request the Bank to collect on their behalf, e.g. information about their accounts held with other companies including transaction data;
- information from third parties, e.g. information assisting the Bank in the prevention of fraud or relating to the customer's social interactions (including social-media communication, interactions between individuals, organizations, perspectives or other stakeholders obtained from companies that collect aggregated information);
- if information relates to insurance policies or claims, the Bank may also collect:
 - o information relating to the customer's medical documentation, with the customer's prior consent;
 - o information relating to the history of claims in the banking sector;
 - o information from publicly available sources.

In accordance with the Law on the Prevention of Money Laundering and Terrorism Financing, and for the purpose of conducting due diligence as a prerequisite for establishing a business relationship, the Bank collects and processes additional information, including the customer's employment status, type of employer, position held, purpose of account opening, average regular monthly income, other income, and the average monthly amount of other income.

For the purpose of determining the customer's status and reporting in accordance with the Agreement between the Government of Montenegro and the Government of the United States of America (the "USA") to Improve International Tax Compliance and to Implement FATCA, concluded on 1 June 2017 and ratified on 1 March 2018, the Bank collects and processes personal data including the customer's first and last name, unique citizen identification number (JMBG), date of birth, address, place of residence, postal code, whether the customer holds dual citizenship including U.S. citizenship, whether the customer has a U.S. green card, whether the United States is the customer's tax residence, and whether the customer has a U.S. tax identification number (TIN). Collection

and further processing of this data is necessary for the Bank to fulfil its legal obligations arising from the stated agreement and corresponding laws pursuant to which Montenegrin financial institutions report to the Ministry of Finance of Montenegro (Tax Administration), and the Ministry of Finance of Montenegro (Tax Administration) exchanges such information with the U.S. Internal Revenue Service (IRS) concerning U.S. citizens holding accounts and certain financial assets in Montenegrin financial institutions.

The collection and processing of this data are necessary for maintaining the business relationship between the Bank and the customer, for managing the Bank's debt, contractual, and non-contractual relationships with the customer, and for fulfilling the Bank's legal obligations.

2. Purpose of Collecting and Processing Personal Data

The Bank will use the customer's personal data exclusively with the customer's consent or where the Bank has another legal basis for using the data. These are the situations in which the Bank will use customer data:

- where necessary to pursue the Bank's legitimate interests;
- where necessary to process information for the performance of an agreement between the Bank and the customer;
- where necessary to process information to comply with legal obligations;
- where the Bank believes that use of customer information is in the public interest, e.g. for the prevention or detection of criminal offences;
- where necessary to establish, exercise, or defend the Bank's legal rights.
- Reasons for using customer information include:
 - o delivery of the Bank's products and services;
 - o execution of customer orders, e.g. carrying out a payment request;
 - o performing creditworthiness checks;
 - o managing the Bank – customer relationship, including (unless the customer objects) informing the customer about products relevant to them or of potential interest;
 - o understanding how the customer uses accounts and services;
 - o supporting banking operations;
 - o preventing or detecting crime, including fraud and financial crime such as terrorism financing and human trafficking;
 - o ensuring safety and business continuity;
 - o risk management;
 - o enabling online banking, mobile applications, and other online services;
 - o improving the Bank's products and services;
 - o analyzing customer data to provide the best possible service framework and highest service quality;
 - o correspondence with lawyers, surveyors, appraisers, public notaries, public enforcement officers, other lenders, intermediaries, third-party agents, and state authorities; using data for development and planning of new products, insurance, auditing, and administrative purposes;
 - o recovering debts owed by the customer.
- If the Bank – customer relationship arises from a claim, the Bank will also use the customer's personal data to:
 - o manage or monitor any claims made by the customer or arising in relation to the customer's portfolio;
 - o where relevant, initiate proceedings against third parties;
 - o report claims under the Bank's own agreements.

3. Method of Data Processing

The Bank will use customer information for the following purposes:

- delivery of the Bank's products and services, including maintaining customer accounts, processing transactions, and similar activities;
- supporting banking operations to ensure that all products, services, and business practices comply with legal regulations and good practice;
- preventing and detecting criminal activity, including fraud, money laundering, and terrorist financing;
- risk management – using customer data to measure, detect, and prevent financial, reputational, legal, or compliance risk;
- enabling e-banking and other platforms;
- enhancing products and services through analysis of how customers use the Bank's services;
- marketing the Bank's products;
- protecting the Bank's rights.

4. Potential Recipients of Personal Data

The Bank may share customer data with others in accordance with legal regulations. This may occur when:

- necessary to provide products or services requested by the customer, e.g. executing payment orders;
- necessary for the customer to manage their requests;
- the Bank has a legal obligation to do so, e.g. to assist in detecting and preventing fraud, tax evasion, and financial crime;
- necessary to submit information for regulatory reporting, litigation, or for establishing or defending legal rights and interests;
- there is a legitimate business reason, e.g. risk management, verifying identity, or enabling another company providing requested services to assess the customer's suitability for products and services;
- the Bank has asked the customer for permission to share data and the customer has agreed.

Customer data may be shared, for the same purposes, with:

- any joint-account holder, trustee, beneficiary, or enforcement officer;
- persons providing guarantees or other security for the customer's obligations;
- persons to whom the customer makes payments or from whom the customer receives payments;
- the customer's beneficiaries, intermediaries, correspondent and agent banks, clearing houses, clearing or settlement systems, third-party market participants, and companies holding the customer's securities through the Bank, e.g. shares, bonds;
- other financial institutions, lenders, and holders of security over any asset serving as collateral, tax authorities, trade associations, credit reference agencies, payment-service providers, and debt-collection agents;
- fund managers providing asset-management services and brokers providing services through the Bank;
- any entity with an interest in the products or services the Bank provides to the customer and in situations where the customer assumes risk;
- any person or company involved in potential or actual corporate restructuring, mergers, acquisitions, or takeovers, including any transfer or potential transfer of the Bank's rights or obligations under an arrangement with the customer;
- law-enforcement authorities, government bodies, courts, dispute-resolution bodies, regulators, auditors, and any party appointed or required by regulators to conduct investigations or audits of the Bank's activities;

- other parties involved in disputes, including disputed transactions;
- fraud-prevention agencies for use in detecting and preventing fraud and other financial crimes and verifying customer identity;
- anyone giving instructions or managing any of the customer's accounts on the customer's behalf, e.g. a power of attorney holder, lawyer, intermediary, etc.;
- any other person with whom the Bank has been instructed to share the customer's data, whether the instruction was given by the customer, a joint account holder, or any other person who provides instructions or manages the account on the customer's behalf;
- the Bank's payment card transaction processing provider, for the purpose of carrying out credit checks, anti-money laundering and counter-terrorism financing checks, fraud prevention checks, as well as for issuing and managing payment cards and processing transactions made with those cards.

Personal data provided by the customer or held by the Bank based on the business relationship may be disclosed to companies and/or natural or legal persons providing various services to the Bank in order to support its operations. Customer personal data may also be disclosed to the Ministry of Finance of Montenegro, the Central Bank of Montenegro, and/or other competent authorities for reporting purposes or for fulfilling other legal obligations where required by law, as well as to other recipients in accordance with the applicable provisions of the Law on Credit Institutions governing banking secrecy and the exceptions to the obligation of maintaining banking secrecy.

The Bank may share aggregated or anonymous information within and outside the Bank with partners such as research groups, universities, or advertisers. The customer cannot be identified from such information; for example, the Bank may share data on general spending trends in Montenegro for research purposes.

5. Consent for Collecting, Processing, and Retaining Personal Data

By signing the request for a service or product, and by entering into a contractual relationship with the Bank, the customer gives consent to the Bank for collecting, processing, and retaining personal data.

The Bank is required to obtain the customer's written consent when collecting personal data for advertising and marketing purposes, as well as in any case where the purpose of data collection is not related to the services the Bank provides.

The Bank reserves the right to refuse to establish a business relationship and/or conclude a new banking or financial services agreement if the customer declines to provide data necessary for the performance of the agreement and pre-contractual activities, or refuses to provide data required for the Bank to fulfil its legal obligations or exercise its official authority as the controller of personal data records.

6. Retention Period

The Bank processes personal data only for the period necessary for the purpose for which the data is processed. Customers have the right to request deletion or cessation of processing of their personal data when:

- 1) such personal data is no longer needed for the purpose for which it was collected and processed;
- 2) the customer's consent has been withdrawn; or
- 3) the customer objects to the processing of personal data.

Notwithstanding the above, the Bank reserves the right to retain personal data to fulfil obligations under relevant legal provisions.

The customer has the right at any time to request from the Bank access to personal data and the rectification of inaccurate personal data. The customer also has the right to supplement personal data, including by providing an additional statement.

When the processing of the customer's personal data is based on the customer's consent, the customer may withdraw that consent at any time. Such withdrawal will not affect the lawfulness of processing carried out on the basis of the consent prior to its withdrawal. Refusing to provide consent, or subsequently withdrawing previously given consent, will not affect the possibility of entering into a contractual relationship with the Bank, nor will it result in the termination of an existing contractual relationship with the Bank.

7. Security of Data Storage

In accordance with the Law on Credit Institutions and the Law on the Prevention of Money Laundering and Terrorist Financing, the customer's personal data will be used and stored in the manner prescribed by the relevant legal regulations.

The Bank has established specific organizational and technical mechanisms that ensure a high level of security for personal data. The Bank strives to use physical and electronic systems that provide protection of the customer personal data from unauthorized or unlawful processing, accidental loss, destruction, or damage.

In addition to the security policy implemented by the Bank, individuals are always advised to use secure e-mail addresses and secure networks when transmitting or sending their personal data to the Bank.

8. Rights of Individuals (Data Subjects)

Individuals whose data are processed have certain rights under the General Data Protection Regulation (GDPR), which include, among others:

- the right to be informed within one month from the date the request is received by the Bank, which is obliged to provide this information free of charge, electronically, and in a machine-readable format;
- the right of access to personal data, including the purpose of processing, the categories of personal data concerned, the recipients to whom such data have been disclosed, and the proposed retention period for those personal data;
- the right to rectification of inaccurate personal data relating to the individual (data subject);
- the right to erasure/the "right to be forgotten";
- the right to restrict processing;
- the right to data portability, whereby the user has the right to receive their personal data in a structured, machine-readable format and to have those data transmitted to another controller;
- the right to withdraw consent when processing is based on consent.

9. Changes and amendments to the Privacy Policy

The Privacy Policy is available on the Bank's website. Any change and amendment to the Privacy Policy will be published on the Bank's website, and each customer will be informed of the updated version by periodically visiting the website. Each amended version of the Privacy Policy will contain the corresponding date, indicating which version is the most recently updated.

IV CONDITIONS UNDER WHICH THE BANK OPENS AND MAINTAINS CUSTOMER ACCOUNTS

1. The Bank opens accounts for customers – residents and non-residents – in accordance with the law, its business policy, and other internal acts.
2. For the Bank to open an account, the customer must complete the standard account opening form (the "Application") and present and/or submit to the Bank certain documentation prescribed by applicable regulations and the Bank's internal acts and rules. The Bank assumes no responsibility for the legal validity or authenticity of the documents submitted by the customer.
3. All instructions that the customer gives the Bank relating to the opening, maintenance, and closing of an account must be in written form.
4. The application for opening a legal entity's account, as well as supporting documentation, must be signed by a person authorized to represent the legal entity, and the signature must be certified with the seal of the legal entity if required by its internal legal act.
5. The application for opening an individual's account, as well as supporting documentation, must be signed by that individual.
6. Each account is assigned a number, and the account holder is issued a Framework Agreement by which the holder is identified as the account owner.
7. When opening any account, a person authorized to manage and dispose of the account must be designated, and that person's identity must be duly verified. The signature of this person is deposited with the Bank on a signature specimen card.
8. When depositing a signature, the Bank records the full name and surname of the individual whose signature is being deposited, their residence or domicile, and other basic information from their identity card or passport, the originals of which must be presented to the Bank and copies provided.
9. An individual – the account owner – may authorize multiple persons (proxies) to dispose of the funds in the account. The signatures of such proxies are also deposited with the Bank. The account owner is obliged to familiarize the proxies with the content of these General Terms and Conditions.
10. Proxies on an account are not authorized to transfer their authorization to third parties.
11. The deposited signatures of proxies remain valid until the Bank receives written revocation from the account owner who granted the authorization.
12. The customer must promptly notify the Bank in writing of any change to information relating to the customer or their proxies (e.g., changes to name, company name, address, loss or limitation of legal capacity, dissolution of a legal entity, revocation of a proxy, etc.), which information is contained in the signature specimen card or in other documentation previously submitted to the Bank.
13. The customer must also submit certified copies of the documentation proving such changes along with the written notice.
14. The Bank becomes bound by such changes only upon receipt of duly documented written notification.

15. If the customer does not notify the Bank of a change of address, written notifications sent by the Bank shall be deemed delivered if sent to the last address known to the Bank.
16. Upon the Bank's receipt of written notice of the death of an individual account owner, accompanied by appropriate proof, all powers of attorney and other authorizations for managing or disposing of the account shall be terminated. After receiving such notice, the Bank will permit management or disposal of the account only on the basis of a final and enforceable court decision or a decision of another competent authority, including binding decisions on estate guardianship, issued in accordance with the law.
17. The Bank may collect its due claims from the customer, regardless of the basis of such claims, by debiting any of the customer's accounts maintained with the Bank, except for earmarked accounts opened under specific agreements.
18. The Bank is authorized to dispose of funds in the customer's accounts in the course of enforced collection proceedings, for payment based on final and enforceable court decisions or decisions of other state authorities, and in other cases provided for by mandatory legal regulations or by an agreement concluded between the Bank and the customer.

V REPORTING AND INFORMING THE CUSTOMER

1. At the customer's request, the Bank is obliged to provide a report on the balance of the customer's account through a regular monthly statement, which the customer may receive by mail or collect in person at the Bank's premises. The statement includes information on the account balance and turnover, including transactions related to any permitted overdraft. Upon the customer's request, the Bank may also issue an interim statement. The Bank may provide account balance information in any other manner expressly agreed with the customer.
2. The Bank is obliged, in the agreed manner and at least once a year free of charge, to inform the customer – the loan beneficiary or consumer – about the status of the loan or deposit, and with regard to approved loans, particularly about due and unpaid obligations owed to the Bank, including the deadlines for sending reminders of debt and warnings of termination of the loan agreement, as well as to provide access to other data that may be available to the customer in accordance with the Law on Credit Institutions.

The Bank shall make available to the customer – the loan beneficiary (individual and/or legal entity) – during the loan repayment period and until the initiation of court proceedings for loan recovery, an annual loan statement at the end of each calendar year. The loan statement is issued at the request of the customer – the loan beneficiary – in the Bank's business unit.

3. Prior to concluding a loan agreement, the Bank shall timely provide the customer – the loan beneficiary, co-debtors, and guarantors – with the necessary information in accordance with the Law on Credit Institutions, the Law on Consumer Loans, and other applicable regulations, and shall deliver to the customer the Key Information Document on services before concluding the Loan Agreement.
4. Prior to concluding a loan agreement, the Bank shall inform other participants in the loan relationship (co-debtors, pledgors, and guarantors) of all essential terms of the agreement pertaining to their rights and obligations, and shall warn these participants about the legal nature of co-debtorship and guarantees, as well as about the Bank's right to recover its claims from any participant in the loan relationship. In the event of concluding a loan agreement, the Bank shall deliver a copy of the agreement not only to the debtor but also to the other participants in the loan arrangement.

5. At the customer's request, the Bank is obliged to provide access to other data that may be available to the customer in accordance with applicable legal regulations.
6. If the Bank offers a variable interest rate or loans for which the repayment amount depends on the movement of a currency exchange rate other than the euro, it is required to clearly and unambiguously warn the individual customer about all risks arising from interest rate variability and currency exchange rate fluctuations.
7. In accordance with applicable regulations, when a variable interest rate is contracted, the Bank is obliged to notify the customer at least 15 (fifteen) days before the new interest rate takes effect, on paper or another agreed durable medium, explaining the parameters that caused the change. In the case of a loan agreement, the Bank must also provide the customer with an amended repayment schedule, including the number and amount of instalments or annuities payable after the new interest rate becomes effective and, where applicable, details of any changes to the number or frequency of annuities. If the Bank fails to notify the customer – the loan beneficiary – of an interest rate change at least 15 (fifteen) days before its application, the Bank must postpone application of the new interest rate until the next calculation period, except where the interest rate has decreased. If the Bank fails to notify the customer of a change in the interest rate on a deposit at least 15 (fifteen) days before its application, the Bank must postpone application of the new interest rate until the next calculation period, except where the interest rate has increased. If the customer – the loan beneficiary – disagrees with an interest rate increase after receiving the Bank's notice, the customer is entitled, within 3 (three) months of receiving the notice, to repay the loan early without paying any fee to the Bank, including the contractually agreed early repayment fee, and the Bank is not entitled to compensation for any loss resulting from early repayment.
8. The Bank is obliged to notify the customer – the loan beneficiary, co-debtor, pledgor, and guarantor – at least 15 (fifteen) days before initiating enforcement proceedings for loan recovery against the co-debtor, pledgor, or guarantor, as well as 15 (fifteen) days before unilaterally terminating the loan agreement. The Bank must inform these persons of its intention to initiate enforcement proceedings or to unilaterally terminate the agreement, and of the conditions under which such actions will not be taken. This provision of the General Terms and Conditions does not limit the Bank's right to initiate enforcement proceedings in accordance with the agreement.
9. The Bank is obliged, immediately upon termination of the loan agreement and free of charge, to inform the customer – the loan beneficiary, co-debtor, and guarantor of: 1) the total amount and structure of the debt based on the principal, interest, fees, and other costs; and 2) the justification of the payment claims for each item, indicating items subject to increase and the applicable interest rate for those items.
10. The Bank is obliged, free of charge, to notify the customer – the loan beneficiary – of the full repayment of the loan and inform them of the procedure for obtaining the release deed. In cases where third parties have partially or fully repaid the loan, the Bank must inform the customer of the rights of those parties and the conditions for issuing the release deed, as well as inform the customer – the loan beneficiary of the procedure for obtaining all other security instruments related to the repaid loan. The Bank is also obliged to provide the same notification to all third parties (guarantors, co-debtors, pledgors, etc.) that have partially or fully repaid the loan.

VI EXECUTION OF ORDERS

1. The Bank receives from customers, i.e., users of payment services, transfer orders, payment orders, withdrawal orders, and collection orders.

2. Orders are submitted in written form and via e-banking. The orders submitted by the customer, i.e., the payment service user, must be clear and unambiguous. Any amendments, supplements, or confirmations of an order must be explicitly stated.
3. The Bank verifies the correctness of completed orders, the consistency of the signatures of authorized persons on the orders with those on the signature specimen card ("SSC"), the consistency of the customer's, i.e., payment service user's, stamp on the orders with the stamp on SSC, as well as the balance on the account of the customer, i.e., the payment service user who submitted the transfer orders, including the feasibility of executing such orders.
4. If an order is submitted by a person who is not authorized to do so, or if the customer, i.e., the payment service user, submits an incorrectly completed order, or if there are insufficient funds for its execution, or if the account of the customer, i.e., the payment service user, is blocked by the Central Bank of Montenegro, the competent division of the Ministry of Internal Affairs of Montenegro – Police Administration, a competent court, or any other relevant state authority, the Bank shall act in accordance with the applicable regulations and its internal acts.
5. As an obliged entity, the Bank is required to undertake measures for identifying and verifying the identity of the customer, i.e., the payment service user, monitoring the business relationship with the customer, and controlling transactions in accordance with the Law on the Prevention of Money Laundering and Terrorist Financing and the Bank's internal acts.
6. In accordance with regulations and its internal rules, the Bank may accept from the customer, i.e., the payment service user, a standing order for payment.
7. The Bank shall not be liable for non-execution or delays in executing payments under such standing orders if their non-execution or delay is caused by circumstances beyond the control and influence of the Bank, or if such execution would not be in accordance with applicable regulations or the Bank's internal acts.
8. The Bank shall not be liable, within the limits of the relevant legislation, for any damage resulting from the execution of a forged or falsified order.

VII BANK'S OBLIGATIONS RELATED TO BANKING AND BUSINESS CONFIDENTIALITY

1. Banking and business confidentiality of the Bank includes, among other things, acts, documents, and data regarding its operations, the disclosure of which to unauthorized persons would or could cause significant harm to the interests of its customers, particularly:
 - a) data on the individual deposit balances of the Bank's customers;
 - b) data on the balance and turnover of individual customer accounts held with the Bank;
 - c) data on loan beneficiaries and the status of their loans; and
 - d) other data and information about the customer obtained by the Bank in the course of providing services to the customer and performing transactions with the customer, unless otherwise regulated by another law as compared to the Law on Credit Institutions; and
 - e) other customer related data obtained by the Bank based on the provision of services to the Bank's customers, as well as other data, documents, and records designated as business confidential information under the Bank's general and/or individual acts and/or applicable legal regulations.
2. Members of the Bank's governing bodies, shareholders of the Bank, Bank employees, external auditors, and other persons who, due to the nature of work performed with or for the Bank, have access to confidential data, shall be obliged to keep data and information constituting banking or business secret confidential. They must not make such information available to third parties, use it against the interests of the Bank or its customers, or allow third parties to use it.

3. The obligation to keep the confidentiality of banking secret applies to the persons mentioned in the previous paragraph of these General Terms and Conditions even after termination of their employment with the Bank, termination of their capacity as shareholders or members of the Bank's governing bodies, as well as after termination of any contractual relationship involving work performed for the Bank.
4. Exceptions to the obligation to maintain banking and business confidentiality:
 - all data and information constituting banking or business secret may be made available to:
 - the Central Bank of Montenegro;
 - the competent court;
 - other persons, based on the customer's explicit written consent.
 - the competent state prosecutor and the authority responsible for police affairs, data may be disclosed for the purpose of prosecuting criminal offenders;
 - the authority responsible for the prevention of money laundering and terrorist financing, data may be disclosed in accordance with the law regulating this area;
 - public notaries, data may be disclosed for the purpose of conducting inheritance proceedings;
 - public enforcement officers, bankruptcy administrators, and liquidators, data may be disclosed as required for exercising their statutory powers;
 - the Deposit Protection Fund, data may be disclosed in accordance with the law governing deposit protection;
 - the tax authority, data may be disclosed for the purpose of tax assessment, collection, and control, as well as for information exchange with other countries in accordance with international agreements and EU regulations;
 - data on the account number of a legal entity or an individual performing a registered activity may be disclosed to a creditor of the Bank's customer who presents an enforceable court decision or other enforceable instrument prescribed by law;
 - data on the customer's creditworthiness and credit exposure with the Bank may be disclosed to another credit institution, i.e., bank or member of a banking group, for risk management purposes;
 - centers for social work, data may be disclosed for undertaking measures within their competence aimed at protecting the rights of minors and persons under guardianship;
 - data on the customer's credit exposure and repayment regularity may be disclosed to persons who, based on such credit exposure, have a potential obligation towards the Bank (co-debtors, guarantors, sureties, etc.);
 - a credit institution through which international payment transactions are executed (correspondent bank), data may be disclosed as required for fulfilling customer identification and verification obligations under the law on prevention of money laundering and terrorist financing;
 - entities engaged in factoring or receivables purchase, data may be disclosed regarding Bank receivables being sold;
 - insurance companies, data may be disclosed that are necessary for insuring the Bank's receivables;
 - any person intending to acquire a qualifying holding in the Bank, to the entity to which the Bank is to be merged or amalgamated, to a legal entity intending to acquire the Bank, as well as to auditors and other professional, legal, or natural persons authorized by the potential acquirer of a qualifying holding – data necessary for the Bank assessment process may be disclosed, subject to approval of the Bank's Management Board;
 - outsourcing service providers, data may be disclosed as necessary for the performance of the outsourced service;

- a person who has mistakenly transferred funds to a Bank customer's account, data necessary for initiating legal proceedings for the recovery of mistakenly transferred funds;
- other persons, data may be disclosed in accordance with the law.

VIII BANK PLACEMENTS

1. The Bank enters into loan agreements, agreements on bank guarantees, and performs other banking operations in accordance with the law, other regulations, and its internal acts.
2. The relationships between the Bank and its customers are regulated by agreements concluded in accordance with the law, other regulations, and the Bank's internal acts.
3. The fundamental criteria for the placement of funds are: the customer's business performance and creditworthiness, the level of risk, the economic justification of the placement, as well as the scope and level of the customer's business cooperation with the Bank.
4. The Bank will review each duly submitted request and inform the customer of its decision within the deadline determined by internal acts and/or legal regulations.
5. The Bank has the right to refuse to provide a banking service to a customer whom it assesses as not fulfilling the conditions prescribed by law, other regulations, and/or the Bank's internal acts.
6. For the purpose of approving a placement, the customer is obliged to provide the Bank with the most reliable security instruments for the proper settlement of obligations towards the Bank, in accordance with legal regulations, the Bank's business policy, and its acts.
7. The Bank decides which security instruments are considered the most reliable for securing the proper settlement of the customer's obligations towards the Bank.
8. When specific security instruments for securing the Bank's receivables are agreed upon in agreements between the Bank and the customer, the cost of their establishment and possible enforcement is borne by the customer.
9. The customer is required to bear all indirect costs arising from or in connection with the business relationship, particularly costs of certification, legal fees, taxes, insurance, and similar expenses.
10. During the duration of its business relationship with the Bank – on any grounds – the customer is obliged to provide the Bank, in accordance with the agreement or upon the Bank's written request, within the contractually determined or otherwise stipulated deadline, additional data and documentation that are relevant or may influence this relationship.
11. The Bank has the right to unilaterally terminate its business/contractual relationship with the customer at any time if the customer, without a reason that the Bank considers justified, fails to provide the requested data and documentation within the agreed or stipulated deadline.

IX INTEREST RATES AND BANK FEES

1. The Bank charges customers interest, commissions, fees/tariffs in accordance with the law, its business policy, and its internal acts.
2. The amount of the interest rate is determined by an internal decision of the Bank's Management Board and in accordance with applicable laws and other relevant regulations.
3. The Bank is obliged to calculate and disclose the effective interest rates on granted loans and the effective passive interest rates on received deposits, and to inform customers and the public about the effective interest rates in the manner prescribed by applicable legal regulations.

4. To a customer who deposits funds with the Bank, the Bank may pay interest in accordance with contractual provisions and/or the Bank's internal acts.
5. Based on the loan terms it offers, and in accordance with applicable legal regulations, the Bank is obliged to provide the individual – consumer, in a timely manner and before accepting the offer or concluding a loan agreement, with information in written form, on paper or another durable medium, including but not limited to the following:
 - the interest rate, or different interest rates and the conditions under which they apply, as well as the index or reference rate applied to the initial interest rate when available, including the periods, conditions, and procedures for changing the interest rate;
 - the effective interest rate and the total amount the consumer is required to pay, shown using a representative example with all elements used in the calculation of that rate, as well as the creditor's obligation, if the consumer has notified the Bank of one or more desired loan terms (loan duration, total loan amount, etc.), whereby the Bank must also consider these terms. If the loan agreement provides for different methods of drawing tranches with different fees or interest rates, and if the Bank uses assumptions that the total amount of the loan is drawn at the highest fee and interest rate applied to the usual tranche-drawing mechanisms for that loan type, the Bank must indicate that alternative drawing methods may result in a higher effective interest rate;
 - the amount, number, and frequency of payments the consumer must make, as well as the order in which those payments will be used for settling remaining installments calculated at different interest rates, if differing interest rates are agreed;
 - the default interest rate applied in case of delayed payments of installments, the rules for adjusting this rate, and the fees payable for non-fulfillment of payment obligations.
6. In the event of a change in the regular interest rate, the Bank shall notify the customer – loan beneficiary in a timely manner, in accordance with the law, before the new interest rate becomes applicable. In case of a change in the interest rate, the Bank shall also deliver an amended repayment schedule to the customer – loan beneficiary.
7. The Bank is obliged to calculate and disclose the effective active interest rates on loans granted and the effective passive interest rates on term deposits and/or sight deposits, in accordance with the Bank's legal acts, and to inform customers and the public of the effective interest rates in accordance with applicable legal regulations.

X RIGHT OF THE BANK AND THE CUSTOMER TO TERMINATE THE AGREEMENT

1. The Bank has the right to unilaterally terminate the agreement with the customer, particularly in cases where the customer:
 - a) provides inaccurate information to the Bank;
 - b) uses the loan funds for purposes other than those agreed;
 - c) fails to timely fulfill obligations relating to the loan principal, interest, or fees;
 - d) fails to meet the Bank's request to establish or provide additional collateral;
 - e) fails to fulfill contractual obligations;
 - f) in accordance with the agreement or at the Bank's written request, without a justified reason as assessed by the Bank, fails or refuses to provide supplementary data or documentation that is or may be relevant to the Bank-customer business relationship;
 - g) in all other cases provided for by special agreements, specific acts governing the Bank-customer relationship, or applicable legal provisions.

2. In the event of agreement termination by the Bank, all the customer's obligations under that agreement are declared due and payable. In cases where the entire loan is declared due, the Bank is authorized to realize collateral to secure payment of the loan obligation in accordance with the Bank's internal acts and/or applicable legal provisions.
3. The Bank is obliged to notify co-debtors, pledgors, and guarantors at least 15 (fifteen) days before the intended initiation of procedure for forced collection, including 15 (fifteen) days before the intended unilateral termination of the loan agreement, informing them of the intention to initiate collection measures and the conditions under which such measures will not be taken.
4. Termination of the loan agreement takes effect on the date the notice of termination is sent by registered mail to the customer's address specified in the agreement.
5. When declaring the loan due, the Bank shall provide the customers – loan beneficiaries, co-debtors, and guarantors, free of charge, with a written notice of agreement termination, which includes the total amount and structure of the debt, including principal, interest, fees, and other costs, along with the justification for each individual item being collected, indicating which items are subject to increase and at what applicable interest rate.
6. When conditions arise that make it impossible to collect the Bank's receivable through the ongoing business relationship with the customer – loan beneficiary, and measures of forced collection are necessary, the Bank has the right to declare the entire loan due and initiate measures of forced collection.
7. In case of termination of the loan agreement and/or activation of security instruments and/or forced collection, the customer is obliged to pay costs incurred, including court fees, commissions and fees of public enforcement officers, lawyers, as well as other costs that may arise during the process of forced collection depending on its type or individual decisions of competent authorities, which the Bank has paid in the specific procedure.
8. The customer – loan beneficiary has the right, at any time, to partially or fully prepay their obligations under the loan agreement, and must notify the Bank in writing in accordance with applicable legal regulations and/or the Bank's internal acts.
9. For early full or partial repayment of the loan, the Bank may charge a fee in accordance with the Bank's general acts. In the case of early repayment, the Bank may charge the customer a prepayment fee as determined by the Bank's internal acts, except to the extent otherwise regulated by law.

XI SUBMISSION OF COMPLAINTS BY THE CUSTOMER

1. A complaint must include a detailed description of the event/situation and evidence showing the basis of the customer's complaint. If the submitted description and/or evidence is incomplete, the Bank may request the customer to supplement the complaint.
2. If the complaint is submitted in a form that does not allow the Bank to determine its merits, the Bank will request that the customer supplement the complaint accordingly. If the customer fails to provide the requested supplement within seven (7) days from the Bank's request, the Bank will consider the complaint withdrawn. The Bank is not responsible for any adverse consequences resulting from the customer's delay in submitting the complaint or in providing the required supplement.
3. The Bank will notify the customer in writing about the merits of the complaint and the measures or actions it takes within 8 (eight) days from the date of receipt of the complaint, except where a different deadline is prescribed by the Bank's specific general conditions or applicable legal provisions for a particular financial service.

4. The Bank's bodies responsible for handling complaints and their powers are defined by the Bank's internal acts.
5. Consumer protection, in terms of laws regulating consumer loans, is carried out in accordance with the provisions of those laws.

XII AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

The Bank may amend these General Terms and Conditions at any time. The General Terms and Conditions will be displayed at the Bank's counters or in areas intended for customers, or made available in written form upon request by any participant in the loan transaction (loan beneficiaries, co-debtors, guarantors), as well as on the Bank's website: www.zapadbanka.me.

XIII FINAL PROVISIONS

1. In addition to these General Terms and Conditions, customers may obtain brochures at the Bank's premises, which include, among other things, the general business terms for specific Bank products.
2. The customer may request from the Bank additional explanations and instructions regarding the application of the General Terms and Conditions.
3. All legal relationships between the customer and the Bank are governed by the applicable laws of Montenegro.
4. For all matters not explicitly regulated by these General Terms and Conditions, other legal acts of the Bank and legal regulations shall apply.
5. If any provision of these General Terms and Conditions is found to conflict with legal or other regulations after publication, those regulations shall apply until the General Terms and Conditions are changed or amended. If any provision of these General Terms and Conditions is later found to be void, this shall not affect the validity of the remaining provisions, which shall remain legally valid. The contracting parties shall replace the void provision with a legally valid one that achieves, to the greatest extent possible, the objective intended by the void provision.
6. The customer is obliged to familiarize authorized persons (attorneys-in-fact) with the content of these General Terms and Conditions. An authorized person is considered to have accepted these General Terms and Conditions at the moment they perform the first action based on the granted power of attorney. These General Terms and Conditions appropriately apply to authorized persons and/or legal representatives and/or guardians acting on behalf of the customer.
7. These General Terms and Conditions enter into force on the date of adoption and apply to all customers from 27 January 2026. Upon their entry into force, the General Terms and Conditions of 29 February 2022 shall cease to apply.