

ADRIATIC BANK AD PODGORICA

GENERAL TERMS AND CONDITIONS

Version 5.5

Podgorica, 22.07.2026

Pursuant to Articles 55 and 206 of the Law on Credit Institutions and Article 43 of the Statute of Adriatic Bank AD Podgorica, (hereinafter: the Bank), the Board of Directors of the Bank, at its session held on 22 July 2026, adopts

GENERAL TERMS AND CONDITIONS ADRIATIC BANK AD PODGORICA

AND GENERAL ORDERS.

The General Terms and Conditions (hereinafter: the General Terms and Conditions) define the standard terms and conditions for the establishment of relations, operations and communication between Adriatic Bank AD Podgorica (hereinafter: the Bank) and the Bank's clients.

The General Terms and Conditions are in addition to the separately agreed terms and conditions between the Client and the Bank.

The possession of the General Terms and Conditions or other documentation of the Bank does not indicate a contractual relationship with the Bank.

The relationship with the Bank is established by concluding a Contract or other legal documents that regulate mutual rights and obligations that contract the application of these General Terms and Conditions.

By signing the Agreement or other legal documents, the client confirms that he is familiar with and accepts the provisions of the General Terms and Conditions.

In the event that the provisions of the General Terms and Conditions are not in accordance with the provisions of special contracts, the provisions of the special contracts shall apply.

Amendments to these General Terms and Conditions shall be adopted by the Board of Directors of the Bank and shall be adopted only in writing.

Unless otherwise agreed in the contract concluded between the Bank and the client, the Bank does not assume obligations and responsibilities outside of the obligations and responsibilities established by these General Terms and Conditions.

II COMMUNICATION BETWEEN THE BANK AND THE CLIENT

Communication between the Bank and its clients includes the exchange of data, information, opinions and acts that are important for the business cooperation of the Bank and its clients.

The Bank and its clients may communicate orally as part of their business cooperation, but only written documents in the prescribed form are relevant to their formal, legal and material relations, unless otherwise defined in a special contract.

All documents in a foreign language are submitted to the bank, at its request, translated into **English**, Montenegrin or into a language that is in official use in Montenegro, which must be certified by a certified court interpreter. The costs of translation and certification are borne by the client.

Documents of foreign origin presented to the Bank as proof of identity or authorization shall be carefully examined for their suitability in accordance with the laws, regulations and internal acts of the Bank. However, the Bank does not incur any liability in this regard outside the scope of the due diligence rules.

The Bank reserves the discretion not to act on documents of foreign origin referred to in the previous paragraph.

Written correspondence from the Bank to the Client shall be addressed only to the last known address (including telephone number, fax numbers and/or e-mail address, if any) reported to the Bank by the Client and shall be deemed to have been received by the Client at the moment of referral to the same, as follows:

- if sent by fax – on the day the fax was sent to the Client, which shall be proved by a confirmation of receipt from the fax machine;
- if it is sent by e-mail – on the day the e-mail is sent, which is proved by a printed e-mail;
- if it is sent by courier service – at the end of the usual time necessary for courier delivery, which is proved by a confirmation from the courier company;
- if it is sent by post – upon the expiry of the usual time necessary for the arrival of the consignment, including sending the consignments to the address of a third party authorized to receive correspondence on behalf of the Client, which is proved by a confirmation from the postal service. In the case of sending a registered item, the day of delivery is considered to be the day of submission of the registered item to the post office, which is evidenced by the confirmation of receipt of the item by the post office;
- if it is sent via SMS - on the day the e-mail is sent, as evidenced by a printed computer receipt;
- if it is sent through the electronic banking system - on the day the electronic message is sent, as evidenced by a printed computer receipt;
- if the client changes the address without notifying the Bank, in a timely manner and in writing.

The place of execution for the Bank and the client shall be the business units of the Bank with which the transaction has been concluded.

In fulfilling the contracted obligations towards the Client, the Bank is liable for the omission of its employees and other persons engaged in order to fulfill these obligations.

The Bank shall not be liable for damage suffered by the Client and resulting from non-execution or untimely execution of the Client's order in cases caused by force majeure, such as war, natural or environmental disaster, epidemic, interruption of electricity supply, interruption of telecommunication connections, as well as any other similar causes, the occurrence of which was not caused by the Bank's activity.

III CLIENT REPORTING

The Bank is obliged, at the client's request, to report on the balance on his credit or deposit account through a regular monthly statement that the client can receive by mail, e-mail or pick up in person at the Bank's premises. At the client's request, the bank may also issue an extraordinary statement. The Bank may also inform the client about the balance on the client's account in another manner that is separately agreed.

The Client has the right to object to the account balance statement, which the Bank is obliged to consider.

Exceptionally, the Bank is obliged to inform the consumer, the bank client in the agreed manner, and at least once a year free of charge, about the status of the loan or deposit, and in relation to approved loans, in particular about overdue outstanding debts to the Bank, and about the deadlines for sending debt reminders and warnings about the cancellation of the loan agreement, as well as to provide him with access to other data that may be available to the consumer in accordance with the Law.

The bank is obliged to submit the information on the balance of the loan referred to in the previous paragraph until the moment of initiating court proceedings for the collection of the loan.

A consumer is any natural person who is a client of the Bank and who operates outside the field of his economic activity or free profession.

The Bank is obliged to provide the client with access to other data that may be available to the client in accordance with the law.

Apart from the legal obligation to notify, in the absence of a special agreement, the Bank does not have any other obligations to notify than those prescribed by these General Terms and Conditions.

The bank is not obliged to inform the client about impending current losses, nor to provide advice and information without an appropriate order from the client.

The Bank is obliged to make available to the consumer, free of charge, at least once a year, a report on all fees and interest incurred in connection with the provision of payment services on the payment account (hereinafter: the statement of fees). The consumer has the right to choose the method of submitting the statement of fees, which is determined by the framework agreement on the payment account. At the request of the consumer, the Bank is obliged to submit the report on fees in paper form, by handing it over in person at the Bank's business premises. If the consumer does not choose a different method of delivery, the statement of fees will be available to him via e-mail to the address registered with the Bank, i.e. by personal collection at the Bank's business premises.

IV EXECUTION OF THE ORDER

The Bank receives transfer orders, payment orders, payment orders and collection orders **from clients, on their behalf or from the payee.**

Orders are given in writing or electronically or in another agreed manner. The orders that the client gives to the bank must be clear and unambiguous. Amendments, additions and confirmations of the order must be explicitly emphasized.

The Bank controls the correctness of the completed orders, the identity of the signatures of the responsible persons on the orders and on the card of deposited signatures, the identity of the client's stamps on the orders and the card of deposited signatures, as well as the balance on the account of the client who issued the payment orders, i.e. the possibility of executing these orders.

If the order is issued by a person who is not authorized to do so or by the client from an address that is not officially registered by the client when opening the account, or the client issues an incorrectly filled order or there are insufficient funds for its realization, or the client's account is blocked by the Central Bank of Montenegro, the Financial Intelligence Unit, the competent court or some other relevant state authority, The order is returned to the person, i.e. the client who issued it.

When a client gives an order for a **cash transaction, as well as an order for the transfer of funds in the amount equal to or greater than EUR 10,000.00**, the identification of that person is carried out, as well as the control of the documentation on the origin of money, which, in accordance with the Law on the Prevention of Money Laundering and Terrorist Financing and other regulations, is required for the above transactions.

When the Client gives an order for the transfer of funds, the Bank checks whether the order contains the mandatory elements and whether the order meets all the provisions prescribed by the Payment System Act.

National payment orders are executed from the payer's BBAN account through the RTGS system or DNS system in accordance with the Decision on the minimum value of payment transactions that must be processed in the RTGS system, or through the TIPS Clone system in the form of an instant credit transfer.

A national payment order executed through the RTGS or DNS system must contain the legally prescribed elements: the name of the payer, the payer's transaction account, the name of the payee, the payee's transaction account, the purpose of the payment, the payment code, the model and reference number of debit and payment authorisation, the amount of payment and the currency of payment. Orders are executed through the RTGS system or DNS system in accordance with the [Decision on the Minimum Value of Payment Transactions that must be processed in the RTGS system.](#)

A national order executed through the TIPS Clone payment system, instant credit transfer, must contain the following elements: payer information, payee transaction account, payee name, payee transaction account, payment purpose, payment code, payment amount and currency, payment description, and optionally additional data can be entered: Actual debtor, Final payee and the LEI code. When executing an instant credit transfer, the payee's payment service provider makes the funds available to the payee within 10 seconds and confirms the execution of the credit transfer. Instant credit transfer is made instantly, 24 hours a day every calendar day (24/7).

An instant credit transfer is a credit transfer that is executed immediately and continuously, 24 hours a day on any calendar day, whereby the payment transaction is executed and the funds are made available to the payee within 10 seconds of receipt of the payment order, and refers exclusively to national credit transfers in euro.

At the request of the User, the Bank enables the determination of limits related to the execution of instant credit transfers. The limit is defined in two groups:

- per transaction, and/or
- A daily limit for all instant credit transfers.

The User may define, amend or abolish the limits referred to in paragraph 1 of this Article via electronic banking or at a branch of the Bank at any time prior to initiating an instant credit transfer payment order. The user cannot set limits for the execution of instant credit transfers above the maximum amounts of the predefined limit. The predefined limit represents the maximum amount per individual transaction for the execution of an instant credit transfer, which is defined by the Central Bank of Montenegro or alternatively set at the client level by the Bank.

International payment orders are executed from the payer's IBAN account via the SWIFT or SEPA payment scheme and must contain the following elements: information about the payer, the payer's transaction account from which the payment is made, information about the payee, the payee's transaction account, the payment amount and currency of the payment, the purpose of the payment, the SWIFT (BIC) of the payee's bank and the applicable cost payment option. In the case of international payments made via the SEPA payment scheme, additional data can optionally be entered: Actual Debtor, Final Recipient and LEI code. Orders must be signed by the client's authorized persons, accompanied by the appropriate documentation required for execution (e.g. contract, invoice/pro-invoice, decision, statement, etc.).

The above data may be replaced with other data in accordance with the regulation.

The Bank may, in accordance with the regulations and its internal rules, accept a **standing payment** order from the client.

The Bank is **not responsible** for non-execution or delay in the execution of the order if there are insufficient funds in the client's account for the timely execution of the order or if the reasons for the non-execution or delay in execution are on the side of the client or on the side of the payee.

V BANK'S OBLIGATIONS RELATING TO CLIENT CONFIDENTIALITY

Banking secrecy is considered to be:

- 1) data on the individual deposit balance of the credit institution's customers;
- 2) data on the balance and turnover on individual accounts of clients opened with the credit institution;
- 3) information about the borrowers and the status of their loans, and
- 4) other data and information about the client obtained by the credit institution on the basis of providing services to the client and in conducting business with the client, unless otherwise regulated by other law;
- 5) other data, documents and documents, which are declared as a business secret by general or individual acts of the Bank, members of the Bank's bodies, shareholders of the Bank, employees of the Bank, external auditors and other persons who, due to the nature of the business they perform with the Bank or for the Bank, have access to confidential data, are obliged to keep data and information that constitute a banking secret and must not make them available to third parties, against the interests of the Bank and its clients, or allow third parties to exploit them.

The duty to keep business or banking secrets lasts even after the termination of the function in the bodies of the Bank, i.e. after the termination of work in the Bank, and they must not use such data and information for their own personal benefit, nor make them available to third parties.

Exceptions to the obligation to keep trade secrets exist if the information is disclosed:

- 1) All data and information constituting banking secrecy may be made available:
 - the central bank;
 - the competent court;
 - other persons, and on the basis of the express written consent of the client;
- 2) data may be made available to the competent state prosecutor and the administrative body in charge of police affairs for the purpose of prosecuting perpetrators of criminal offenses;
- 3) data may be made available to the authority responsible for the prevention of money laundering and terrorist financing in accordance with the law governing the prevention of money laundering and terrorist financing;
- 4) notaries may be provided with information available for the purposes of conducting probate proceedings;
- 5) public bailiffs, bankruptcy administrators and liquidators may be made available to the data necessary for the exercise of powers in accordance with the law;
- 6) Data may be made available to the Deposit Protection Fund in accordance with the law governing deposit protection;
- 7) data may be made available to the tax authority for the purposes of the procedure of determination, collection and control of taxes, as well as for the exchange of information with other countries in accordance with international treaties and regulations of the European Union;
- 8) The information on the account number of the legal entity and the natural person performing the registered activity may be made available to the creditor of the client of



- the credit institution who presents to the credit institution an enforceable court decision or other enforceable document determined by law;
- 9) information on the customer's creditworthiness and credit indebtedness with that credit institution may be made available to another credit institution or to a member of a group of credit institutions for the purposes of risk management;
 - 10) data may be made available to social welfare centres for the purpose of taking measures within their competence to protect the rights of minor children and persons under guardianship;
 - 11) information on the client's credit debt with that credit institution and the regularity in the repayment of the approved loan may be made available to persons who, on the basis of that credit debt, have a potential obligation towards the credit institution, such as co-debtors, guarantors, guarantors, etc.;
 - 12) the credit institution through which international payment transactions are carried out (correspondent bank) may make available the client's data necessary for the fulfilment of the obligation to identify and verify the client in accordance with the law governing the prevention of money laundering and terrorist financing;
 - 13) persons performing factoring or receivables purchase activities may be made available to data on the credit institution's receivables that are the subject of the sale;
 - 14) insurance undertakings may be made available to information which is necessary for the procedure of securing the credit institution's claims;
 - 15) the person intending to acquire a qualifying holding in that credit institution, the person to whom the credit institution is being merged, the legal person intending to take over the credit institution, as well as auditors and other professional, legal or natural persons authorised by the prospective acquirer of the qualifying holding, may, with the consent of the board of directors of the credit institution, be made available the information necessary to carry out the assessment of the credit institution;
 - 16) the outsourcing service providers may be made available to the data necessary for the execution of the outsourcing service;
 - 17) the person who has incorrectly deposited funds into the account of a client of a credit institution may be made available to the information necessary to initiate legal proceedings for the reimbursement of the incorrectly paid funds;
 - 18) Other persons may be provided with information in accordance with the law.

In accordance with these General Terms and Conditions, the client's signature on the Contract, Application or Application Form, which establishes a business relationship between the Bank and the client, shall be considered as an explicit written consent of the client. Accordingly, by signing the Agreement, Application or Application Form, the Client gives explicit consent to the Bank that the Bank has the right to transfer the data from the Agreement, Application or Application Form, i.e. data on the Client, its related parties, documentation constituting the credit file, as well as other data considered a banking secret, as well as data on obligations under the Agreement and the manner of their settlement and compliance with contractual provisions, forwards to the central database of the group to which the Bank belongs, members of its bodies, its shareholders, employees of the Bank, the Bank's external auditor, correspondent banks, other banks, the Credit Bureau of the Central Bank, the Central Bank of Montenegro, at the request of the court and/or other authorized state authorities, as well as other persons who, due to the nature of the work they perform, must have access to such data, as well as third parties with whom the Bank has concluded an Agreement regulating the handling of confidential information.

By signing the Agreement, the Client expressly agrees that the Bank has the right to use the Client's data relating to the address, telephone numbers, fax and fax devices, e-mail addresses and other contact information, which the Client presented to the Bank when

signing this Agreement, for the purpose of delivering to the Client information about its activities, products and services, in the form of leaflets, prospectuses, e-mails, as well as all other means of business communication and business presentation.

VI PLACEMENTS OF THE BANK

The Bank concludes agreements on the granting of loans, on the issuance of bank guarantees, on the opening of loro and nostro letters of credit, on financial leasing and performs other banking operations in accordance with the law, other regulations and its internal acts.

Relations between the Bank and clients are regulated by contracts concluded in accordance with the law and other regulations and internal acts of the Bank.

The main criteria for the placement of funds are: the success of the client's business and creditworthiness, the degree of risk, the economic justification of the placement, as well as the scope and level of the client's business cooperation with the Bank.

The Bank shall consider each duly submitting the application and inform the Client of its decision within a reasonable period of time.

The Bank has the right to refuse to provide banking services to a client for whom it assesses that it does not meet the conditions prescribed by law and other regulations or internal acts of the Bank.

In order to approve the placement, the Client is obliged to provide the Bank with the safest instruments to ensure the orderly settlement of obligations towards the Bank in accordance with the Law, business policy and acts of the Bank.

The Bank decides which collateral instruments are the safest to ensure the orderly settlement of the client's obligations to the Bank.

When certain instruments of securing the Bank's receivables are contracted by contracts concluded between the Bank and the client, the cost of their constitution and possible activation shall be borne by the client.

The client is obliged to bear all necessary and useful costs incurred on the basis of or in connection with the business relationship, and in particular the costs of certification and legal fees, taxes, insurance, etc.

The Client is obliged, during the duration of his business relationship with the Bank on any basis, to submit to the Bank, in accordance with the contract or at the written request of the Bank, within the deadline stipulated in the contract or by letter left, additional data and documentation that are of importance or may have an impact on this relationship.

The Bank has the right, if the client, without a reason that the Bank assesses as justified, fails to submit the required data and documentation to the Bank within the agreed/set deadline, to unilaterally terminate its business/contractual relationship with the client at any time and to collect penalties from the client in the amount determined by the contract with the client or internal acts of the Bank.

VII INTEREST RATES AND BANK FEES

The Bank contracts, calculates, pays and collects interest in banking operations, i.e. loans, credit cards, overdrafts, financial leasing and deposits in accordance with the contract, the law, its business policy, internal acts and these General Terms and Conditions.

Unless otherwise expressly agreed in the contract concluded with the client, the interest charged by the Bank from the client is variable and depends, among other things, on the business policy and other internal acts of the Bank.



The Bank is obliged to calculate and report effective interest rates on loans and effective passive interest rates on deposits received and to inform clients and the public about the amount of effective interest rates, in the manner determined by the regulation of the Central Bank of Montenegro.

Interest can be expressed on an annual, monthly or daily basis.

The calculation of interest on loans is carried out using the conformal method based on a month of 30 days and a year of 360 days.

The calculation of interest on deposits is carried out using the conformal method on the basis of a 30/31-day month and a 365-day year.

The nominal interest rate applied by the Bank can be fixed or variable (variable).

The Bank will, at the Client's request, provide the Tariff.

Fees and commissions are variable and the Bank can adjust them no more than once a month. The Bank may pay interest to a client who deposits his funds as a deposit with the Bank, if so stipulated in the deposit agreement.

VIII RIGHT OF THE BANK AND THE CLIENT TO TERMINATE THE CONTRACT

The Bank has the right to unilaterally and immediately terminate the contract with the client, in particular in the case where the client:

- provide the Bank with incorrect information;
- misuses loan funds;
- And it does not pay for the debts, interest and fees.
- fails to comply with the Bank's request to provide or increase collateral;
- fails to fulfill the obligations stipulated in the contract;
- in accordance with the contract or at the written request of the Bank, fails to submit or refuses to provide additional information or documentation that are or may have an impact on the business relationship between the Bank and the client, without a justified reason;
- in all other cases provided for by special contracts or legal regulations.

In the event of termination of the contract by the Bank, all obligations of the client under that contract are declared due by the Bank.

The Client has the right to unilaterally terminate the loan agreement with the Bank if he has previously settled all obligations towards the Bank, in accordance with the applicable decision on tariffs and fees.

IX PROTECTION OF CLIENTS' RIGHTS (natural and legal persons)

A client who believes that the bank does not comply with the obligations from the concluded contract may file a complaint with the competent organizational unit or the bank's body responsible for deciding on client complaints – Customer Support, User Experience and Complaints Department.

The Bank shall respond to the complainant referred to in paragraph 1 of this Article within a reasonable period of time, and no later than 15 days from the date of submission of the complaint.

If the Bank fails to submit a response within the deadline for reasons beyond its control, it is obliged to deliver a notification to the payment service user within 15 working days from the date of receipt of the complaint, explaining the reasons for the delay in responding to the complaint and the deadline for submitting the requested response, which may not exceed 35 working days. from the date of receipt of the complaint.



The complaint should include:

- 1) information about the client and the type of business relationship, namely: personal data for the client – natural person (name and surname, residential address and contact phone, e-mail), or data about the client – legal entity (name and registered office of the company, name and surname of the contact person and contact phone, e-mail), number and type of contract;
- 2) the reasons for filing the complaint (in the event that the client is in possession of certain evidence related to the stated reasons, it can be attached to the complaint in order to resolve it quickly and completely).

Complaints can be submitted to:

Adriatic Bank AD Podgorica

98 George Washington Boulevard

81,000 Podgorica

Any disputes or complaints related to the provision of services shall be resolved by the User and the Bank amicably.

The User may submit a complaint regarding the provision of services to the Bank in person, to the Bank's e-mail address, [which](mailto:kvalitet@adriaticbank.com) can also be accessed kvalitet@adriaticbank.com from the Bank's website, or by mail to the Bank's address.

If the User does not agree with the Bank's decision regarding the complaint, the User may file a complaint with the Central Bank of Montenegro.

The complaint should be in writing, and should contain a short request and all the facts on which the User bases his complaint.

X PERSONAL DATA PROTECTION – natural persons

The Bank is obliged to apply the provisions of the Law on Personal Data Protection.

The Bank ensures the protection of personal data under the conditions and in the manner prescribed by the Law on Personal Data Protection, in accordance with the principles and standards contained in ratified international treaties on human rights and fundamental freedoms and generally accepted rules of international law.

Personal data (personal data) may be processed with the prior written consent of the data subject (client). It is considered that the client has given such consent on the day of submitting the application for the approval of the loan, financial leasing, guarantee, etc., i.e. by submitting the application for opening a payment account with the Bank or by signing the appropriate form (application form).

Personal data: may not be processed to a greater extent than is necessary to achieve the purpose of the processing or in a manner incompatible with their purpose; They can only be used for the time necessary to achieve the purpose of use.

The Bank is obliged to keep records of the personal data provided for use by the users of personal data, the purpose for which they were provided and the legal basis for the use of personal data.

XI FINAL PROVISIONS

In addition to these General Terms and Conditions, clients may obtain the Bank's brochures at the Bank's premises, which, among other things, contain the General Terms and Conditions for certain products or services of the Bank.

The client may request additional explanations and instructions from the bank regarding the application of the general terms and conditions.



The Bank is obliged, starting from the date of application of the General Terms and Conditions, to include in all contracts concluded with clients a provision stating that the client is familiar with the General Terms and Conditions.

All legal relations between the client and the Bank are subject to the positive regulations of Montenegro.

These General Terms and Conditions may be amended or supplemented by the decision of the authority that adopted them or replaced by new General Terms and Conditions.

Amendments to the General Terms and Conditions relating to Instant payments made through the TIPS Clone system are in force from the date of the Bank's accession to the TIPS Clone system.

Before joining the TIPS Clone system, the bank will notify clients by publishing it on the bank's website www.adriaticbank.com

These General Terms and Conditions apply from 22.07.2026.

In Podgorica, 22.07.2026.

CHAIRMAN OF THE BOARD OF DIRECTORS OF THE BANK

Edin Ćeranić

MEMBER OF THE BOARD OF DIRECTORS OF THE BANK

Mirza Redžepagić

MEMBER OF THE BOARD OF DIRECTORS OF THE BANK

Damir Krnić