

**Na osnovu člana 35. stava 3. Zakona o deviznom poslovanju („Sl. glasnik RS br.62/2006) ( u daljem tekstu: Zakon) i tačke 3. Odluke o uslovima otvaranja i načinu vođenja računa rezidenta(Sl. glasnik RS 62/2006) ( u daljem tekstu: Odluka), zaključuje se:**

Pursuant to article 35, paragraph 3 of the Law on Foreign Exchange Operations („Official Gazette RS no.62/2006) (hereinafter: the Law) and article 3 of the Decision on the Conditions of Opening and Manner of Maintaining accounts for Residents (Official Gazette RS no.62/2006) (hereinafter: the Decision), hereby is concluded the following:

**U G O V O R / C O N T R A C T**

**otvaranju i vođenju deviznog računa za rezidenta pravnog lica kod banke/**  
for opening and maintaining of the FCY account for resident legal entities

**BROJ** \_\_\_\_\_  
Number

**zaključen dana** \_\_\_\_\_ **godine u** \_\_\_\_\_ **između:**  
Concluded on year in Between:

**1. Eurobank EFG Stedionica a.d.**  
**Beograd, Kolarčeva 3**  
**žiro račun: 908-25001-53, matični broj: 17171178**  
**koju zastupaju: \_\_\_\_\_ i \_\_\_\_\_ (u daljem tekstu: Banka)**  
Eurobank EFG Stedionica a.d.  
Belgrade, Kolarčeva 3  
drawing account: 908-25001-53, registry file number 17171178  
represented by \_\_\_\_\_ and \_\_\_\_\_ (hereinafter: the „Bank“)

i/and

**2. \_\_\_\_\_ (pun naziv klijenta) (full name of the client)**  
**Mesto i adresa:** \_\_\_\_\_  
Place and address: \_\_\_\_\_  
**Matični broj** (registry file number): \_\_\_\_\_  
**PIB** (tax identification number): \_\_\_\_\_  
**Koga zastupa:** \_\_\_\_\_ **(u daljem tekstu: Klijent)**  
Represented by: \_\_\_\_\_ (hereinafter: the“Client“)  
**ime i prezime,adresa i funkcija lica koje zastupa pravno lice** (name, address and position of the legal entity representative)

**Član 1./Article 1**

**Predmet ovog ugovora je regulisanje međusobnih prava i obaveza po osnovu otvaranja i vođenja deviznog računa Klijenta kod Banke. (u daljem tekstu Račun).**

The subject of the Contract is regulation of mutual rights and obligations regarding opening and maintaining of the FCY account of the Client with the Bank. (hereinafter referred to as the "Account").

**Član 2./Article 2**

**Banka otvara i vodi Klijentu račun broj: \_\_\_\_\_**  
**Banka vodi devizni račun u onoj vrsti deviza u kojoj je ostvarena naplata.**

The Bank is opening and maintaining for the Client the account No.: \_\_\_\_\_  
The bank shall maintain the FCY account in the currency of the payment received.

### Član 3./Article 3.

#### **Banka se obavezuje:**

The Bank undertakes the following:

- **Da sve naloge Klijenta izvršava bez odlaganja, u skladu sa važećim propisima. Nalozi za plaćanje se izvršavaju prema redosledu prijema, a u skladu sa vremenom predviđenim za prijem naloga;**  
To execute all Client's payment orders without delay, in accordance with the applicable regulation. Payment orders are executed by the reception order in accordance with the period foreseen for reception of payment orders;
- **Da evidentira sve dnevne promene na Računu i o tome dostavi Klijentu izveštaj u formi izvoda, koji će Klijent preuzimati ili koji će mu se staviti na raspolaganje na jedan od načina naznačenih u pismenom zahtevu za otvaranje Računa;**  
To file all daily changes in the Account and provide the Client with report thereon, in the form of the statement, delivered as specified in the written application for opening of the Account;
- **Da ispita svako neslaganje ili osporavanje dugovanja, odnosno potraživanja po Računu na koje ukaže Klijent, obezbedi relevantne informacije i u zavisnosti od njih izvrši potrebna usaglašavanja i korekcije na Računu;**  
To examine any discrepancy or denial of obligations, i.e. debits in the Account referred to by the Client, to ensure relevant information thereon and make any necessary adjustments and corrections in the Account accordingly.
- **Banka se obavezuje da poštuje princip tajnosti računa i da informacije o računu daje samo Klijentu i organima koji su ovlašćeni da ih zahtevaju prema važećim propisima.**  
To act in compliance with the principle of the account secrecy and to disclose account information only to the Client and competent organs authorised to request the same in accordance with the prevailing regulations.
- **Banka je obavezna da izvrši blokadu računa po osnovu naloga za prinudnu naplatu ispostavljenih od strane organizacije nadležne za prinudnu naplatu.**  
To block the account on the basis of the enforced collection order submitted by the organization competent for the enforced collection.

### Član 4./Article 4.

#### **Klijent se obavezuje:**

The Client undertakes the following:

- **Da o statusnim i drugim promenama koje se registruju kod nadležnog organa obavesti Banku u roku od 3 dana od dana dobijanja rešenja o upisu promene kod nadležnog organa;**  
To inform the Bank about any status or another changes registered with the authorized institution within 3 days from the day of obtaining the decision on the registration of such change in the authorized institution;
- **Da vodi računa o izveštajima dobijenim od Banke, da ih pregleda i da o svakom neslaganju ili osporavanju dugovanja, odnosno potraživanja u izveštaju koji mu je dostavljen blagovremeno podnese reklamaciju Banci a najkasnije 3 dana od dana preuzimanja ili stavljanja na raspolaganje izvoda.**  
To keep reports delivered by the Bank, check them and lodge a complaint to the Bank in case of any discrepancy or denial of obligation, i.e. debits in the delivered report at latest within 3 days from the statement delivery;
- **Da banci dostavi podatke i dokumentaciju neophodnu za identifikaciju fizičkog i pravnog lica u skladu sa propisima o sprečavanju pranja novca.**  
To submit to the Bank data and documentation necessary for identification of the individuals and legal entities in accordance with the regulations for money laundering prevention.
- **Da poslove platnog prometa sa inostranstvom preko Računa obavlja u okviru tekućeg bankarskog radnog dana u skladu sa terminskim planom banke.**  
To conduct international payment transaction through the Account according to the Bank's schedule within of the current working hours of the Bank.

**Član 5./ Article 5.**

**Klijent podnosi Banci na realizaciju uredno popunjene naloge za plaćanje i obaveštenje o naplati, sa priloženom dokumentacijom u skladu sa važećim propisima , u pisanoj formi ili u elektronskoj formi, potpisane od strane ovlašćenih lica na kartonima deponovanih potpisa Banke, odnosno lica kojima je na osnovu deponovanog potpisa dodeljena identifikaciona kartica ili elektronski sertifikat.**

The Client submits to the Bank duly completed payment orders for realization with enclosed documentation, in accordance with the current regulations, in written form or electronically as defined by the law regulations, signed by authorized person on the Bank' s specimen signature list and/or persons issued an ID card or electronic certificate based on the authenticated signature.

**Član 6./Article 6.**

**Banka je obavezna da izvrši blokadu Računa po osnovu naloga za prinudnu naplatu ispostavljenih od strane nadležne organizacije za prinudnu naplatu.**

The Bank is obliged to block the Account upon the enforced collection order issued by an authorized institution for enforced debt collection.

**Član 7./Article 7.**

**Banka za obavljanje poslova platnog prometa obračunava i naplaćuje proviziju u skladu sa aktima svoje poslovne politike. Klijent ovim ugovorom ovlašćuje Banku da, radi naplate troškova i provizije za izvršene usluge, u skladu sa važećom Tarifom Banke može koristiti sva njegova sredstva koja se kao depozit vode kod Banke na transakcionom računu broj**

For payment system services the Bank shall calculate and charge fees in accordance with its Business Policy deeds.

The Client hereunder authorises the Bank to dispose of its entire funds deposited with the Bank in the transactional account No. \_\_\_\_\_ for collection of costs as well as the fee for the services rendered, according to the applicable Bank' s Terms and Conditions.

**Član 8./Article 8.**

**Ugovor se zaključuje na neodređeni vremenski period, s tim što ga obe strane mogu otkazati u otkaznom roku od 15 dana, koji počinje da teče od dana dostavljanja pismenog obaveštenja drugoj ugovornoj strani o otkazu ovog Ugovora.**

**Za vreme otkaznog roka, Klijent je dužan da izmiri sva dospela dugovanja prema Banci.**

**Ukoliko Klijent u otkaznom roku ne izmiri svoja dospela dugovanja prema Banci, Ugovor ostaje na snazi i nakon isteka otkaznog roka.**

This Contract is concluded for a non-limited time period and may be terminated by either contractual party, within the cancellation period of 15 days following the day of delivery of such written cancellation notice to the other contractual party.

During the notice period the Client is obliged to settle any and all matured obligations towards the Bank.

If the Client fails to fulfill its matured obligations towards the Bank within the notice period, the validity of this Contract shall be extended after the expiry date of the notice period.

**Član 9./ Article 9.**

**Ugovorne strane saglasne su da će sve eventualne sporove koji proisteku iz ovog ugovornog odnosa nastojati da reše sporazumno, a ukoliko to nije moguće, ugovaraju nadležnost Trgovinskog suda u Beogradu.**

The contractual parties agree that they will try to resolve any dispute that may arise from this Contract by mutual consent, however, if such attempts fail, the parties shall acknowledge the jurisdiction of the Commercial Court in Belgrade.

**Član 10./ Article 10.**

**Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih lica obe ugovorene strane.**

The Contract shall come into force as of the day of its signing by the authorised representatives of both contractual parties.

**Član 11./ Article 11.**

**Ugovor je zaključen u 2 primerka, po jedan za Klijenta i jedan za Banku.**  
The Contract has been made in 2 identical copies, one for the Bank and one for the Client.

**ZA KLIJENTA**

For and on behalf of the Client

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**ZA BANKU**

For and on behalf of the Bank

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