

UGOVOR

o otvaranju i vođenju deviznog računa domaćih pravnih lica na ime pokrića za obaveze plaćanja prema inostranstvu

CONTRACT

for opening and maintaining of the FCY account for resident legal entities for cover for international payment obligations

Zaključen u Beogradu, dana _____ između:

Concluded in Belgrade, on _____ between:

1. Raiffeisen banka a.d. Beograd, Đorđa Stanojevića 16, Beograd, matični broj 17335600, koju zastupaju Zoran Petrović, predsednik Izvršnog odbora i Nenad Sibinović, član Izvršnog odbora (u daljem tekstu: Banka)

Raiffeisen banka a.d. Beograd, Djordja Stanojevica 16, Belgrade, company ID 17335600, represented by Zoran Petrovic, Chairman of the Managing Board and Nenad Sibinovic, Member of the Managing Board (hereinafter: the Bank)

i/and

2. _____

(naziv i adresa pravnog lica)

koga zastupa _____, u daljem tekstu: Klijent)

(Name and address of the legal entity)

represented by _____ (Hereinafter referred to as the "Client")

Član 1. /Article 1

Na osnovu ovog Ugovora, Zahteva za otvaranje računa i Opštih uslova poslovanja Raiffeisen banke a.d. Beograd koji se primenjuju na pružanje platnih usluga pravnim licima (u daljem tekstu: Opšti uslovi poslovanja), Banka Klijentu otvara i vodi devizni račun na ime pokrića za obaveze plaćanja prema inostranstvu br. _____ (u daljem tekstu: Račun).

Based on this Agreement, the Request for account opening and the General Operating Terms of Raiffeisen banka a.d. Beograd for Provision of Payment Services for Legal Entities (hereinafter: General Conditions), the Bank opens and maintains FCY account for cover for international payment obligations no. _____ (hereinafter referred to as Account).

Potpisom ovog ugovora Klijent i Banka zaključuju Okvirni ugovor koji u skladu sa Zakonom o platnim uslugama čine Opšti uslovi poslovanja i ovaj ugovor.

In accordance with the Law on payment services by signing this Agreement the Client and the Bank concluded the Framework Agreement consisted of the General conditions and this Agreement.

Član 2./ Article 2

Banka za obavljanje platnih usluga obračunava i naplaćuje naknadu u skladu sa Opštim uslovima poslovanja i Tarifom naknada za usluge platnog prometa pravnim licima .

For payment services the Bank shall calculate and charge fees in accordance with General business conditions and Tariffs for the payment services to legal entities.

Klijent ovim ugovorom ovlašćuje Banku da, radi naplate troškova koje je imala povodom vođenja Računa kao i radi naplate naknade za izvršene usluge, može koristiti sva njegova sredstva na računima kod Banke, kao i hartije od vrednosti i druga sredstva data na čuvanje Banci, ako njihovo izvršenje nije izuzeto sudskom odlukom ili odlukom drugog nadležnog organa.

The Client hereunder authorizes the Bank to dispose of its entire funds maintained with the Bank as deposits, as well as of securities and other funds deposited with the Bank for safekeeping, for collection of costs incurred for maintaining of the Account and the fee for the provided services, unless the execution thereof is not exempt by the decision of the court or any other relevant authority.

Banka je ovlašćena da automatski zaduži Račun Klijenta radi naplate svih dospelih neizmirenih iznosa glavnice, kamate, naknada i troškova, koje Klijent duguje Banci po osnovu ugovora koji su ili će biti zaključeni sa Bankom.

The Bank is authorized to automatically debit this Account for all overdue amounts of the principal, interest, fees and/or costs which have not been paid to the Bank in accordance with Agreements the Client signed or will sign with the Bank.

Član 3. / Article 3

Ugovorne strane prihvataju obavezu da sve podatke do kojih dođu u toku međusobne poslovne saradnje čuvaju kao profesionalnu tajnu.

Klijent ovlašćuje Banku da podatke iz ovog ugovora, o Klijentu, povezanim licima i priloženu dokumentaciju može proslediti u centralnu bazu podataka Raiffeisen grupe u zemlji i inostranstvu i saglasan je da sve članice Raiffeisen grupe mogu imati pristup tim podacima i koristiti se njima.

The contractual parties assume the obligation to treat any data exchanged in the course of their mutual business co-operation as confidential matter.

The Client authorizes the Bank to forward the information contained in this Agreement about the Client, related parties and enclosed documents to the central database of the Raiffeisen Group in the country and abroad; the Client also consents that all members of the Raiffeisen Group may have access to such information and use it.

Član 4. /Article 4

Na sve što nije regulisano ovim ugovorom primenjuju se odredbe Opštih uslova poslovanja.

The mutual rights and obligations which are not regulated hereunder shall be subjected to the General Conditions.

Potpisom ovog ugovora Klijent potvrđuje da mu je Banka uručila Opšte uslove poslovanja i Tarifu naknada za usluge platnog prometa pravnim licima.

By signing this Agreement the Client confirms that the Bank presented the General business conditions and tariffs for the payment services to legal entities.

Član 5. /Article 5.

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.

Urednom dostavom obaveštenja o otkazu ugovora smatra se slanje otkaza preporučenom poštom na adrese iz ovog ugovora.

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

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.

A cancellation notice sent by registered mail to the addresses indicated herein and shall be considered duly delivered.

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

Član 6. /Article 6

Ugovor je zaključen u 2 (dva) istovetna primerka, jedan za Klijenta i jedan za Banku, na srpskom i engleskom jeziku i u slučaju neslaganja važeće su odredbe teksta na srpskom jeziku.

This Contract is made out in 2 (two) identical copies, one for the Client and one for the Bank, in Serbian and English language, and in case of discrepancy Serbian text shall prevail.

ZA BANKU

For and on behalf of the Bank

ZA KLIJENTA

For and on behalf of the Client