

**UGOVOR br.**

**o otvaranju i vođenju deviznog računa i/ili dinarskog računa nerezidenta**

CONTRACT No.

*For the opening and maintaining of a foreign currency account and a dinar transactional deposit account for a non-resident legal entity*

**Zaključen u Beogradu, dana \_\_\_\_\_ između:**

*Concluded in Belgrade, on \_\_\_\_\_ between:*

**SRPSKE BANKE a.d. BEOGRAD, UI.Savska br.25, mat.br. \_\_\_\_\_ koju zastupa direktor Sektora za platni promet i dokumentarne poslove Radmila Ćosić, po ovlašćenju Predsednika Izvršnog odbora Zlatana Peručića (u daljem tekstu Banka)**

*Srpska Banka a.d. Beograd, Savska 25, ID number \_\_\_\_\_, (Hereinafter referred to as "the Bank"), represented by the Director of Payments and Documentary Business Division, Ms. Radmila Ćosić by authority of the President of the Management Board, Mr. Zlatan Peručić*

*I / and*

**Nerezidenta**

\_\_\_\_\_,  
**(naziv nerezidenta - name of the legal entity)**

**Koga zastupa - represented by \_\_\_\_\_**  
**(prezime, ime i funkcija zastupnika) (surname, name, and representative's function)**  
**(u daljem tekstu: Klijent - hereinafter referred to as: "the Client")**

**Član 1. / Article 1**

**Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza po osnovu otvaranja i vođenja deviznog računa i/ili dinarskog računa za klijenta kod Banke.**

*The subject of the Contract is regulation of mutual rights and obligations regarding the opening and maintaining of the foreign currency account and the dinar transactional deposit account for the Client with the Bank..*

**Član 2. / Article 2**

**Banka otvara i vodi Klijentu u skladu sa važećim propisima:**

*The Bank is opening and maintaining for the Client in accordance with the current regulations:*

**- devizni račun - partija broj \_\_\_\_\_**

*Foreign currency Account No: \_\_\_\_\_*

- dinarski račun - partija broj \_\_\_\_\_

Dinar transactional deposit Account No : \_\_\_\_\_

### Član 3. / Article 3

**Banka će poslove obavljati ažurno i u dobroj nameri, u skladu sa standardima Banke i Opštim uslovima poslovanja Srpske banke a.d. shodno Zakonu o bankama.**

*The Bank will perform its operations in a timely manner and with good intention, in compliance with the standards of the Bank and general banking standards.*

### Član 4. / Article 4

**Banka se obavezuje:**

*The Bank undertakes the following:*

**Da prima i izvršava naloge Klijenta, koji su izdati u skladu sa važećim propisima.**

*To accept and execute Client's orders which have been issued in compliance with the current regulations.*

**Da uredno popunjeni nalog Klijenta, dostavljen u toku dana u roku predviđenom za prijem naloga, obradi u istom danu, a da naloge primljene nakon ovog vremena izvrši narednog radnog dana.**

*To execute within the same day any Client's order that has been properly filled out and submitted by the time foreseen for receiving payment orders and to execute payment orders received after this period on the next working day.*

**Da evidentira sve dnevne promene na Računu i o tome dostavi Klijentu izveštaj u formi izvoda u roku od sedam radnih dana od dana nastanka promene, bez naknade, koji će Klijent preuzeti ili će mu se staviti na raspolaganje na jedan od načina naznačenim u pismenom zahtevu pri otvaranju Računa.**

*To enter all daily changes in the Account and to provide the Client with a report in the form of a statement of account within 7 working days from the day of the change occurring, free of charge, delivered as requested 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.*

**Da poštuje principe tajnosti računa i da informacije o Računu daje samo Klijentu ili po nalogu suda ili drugog nadležnog organa na osnovu njihovog zahteva, a u skladu sa zakonom.**

*To observe the Account confidentiality principle and to give information on the Account only to the Client, except if such information is required by court order or the order of some other authorized institution.*

#### Član 5. / Article 5

**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 promena kod nadležnog organa i da podnese svu potrebnu dokumentaciju predviđenu Zakonom o sprečavanju pranja novca i finansiranja terorizma i Odlukama Narodne banke Srbije.**

*To inform the Bank about any status and other changes registered with the court or other authorized institution, within 3 days from the day of obtaining the decision on the registration of such a change in the court or other authorized institution and to submit all necessary documentation prescribed by the Law on the Prevention of Money Laundering and the Decisions of the Serbian central bank (National Bank of Serbia).*

**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 the statements delivered by the Bank, check them and lodge a complaint to the Bank in case of any discrepancy or denial of obligations, i.e. debit/s in the delivered statement, the latest within 3 days from the statement delivery.*

**Klijent podnosi Banci na realizaciju uredno popunjen zahtev za naplatu, transfer ili nalog za plaćanje sa priloženom dokumentacijom u skladu sa važećim propisima, potpisanim od strane ovlašćenih lica na kartonima deponovanih potpisa kod Banke.**

*The Client submits to the Bank an appropriately filled out request for payment collection, transfer or payment order with enclosed documentation in accordance with current regulations, signed by authorized persons given in Specimen Signatures with the Bank.*

#### Član 6. / Article 6

**Banka za obavljanje poslova platnog prometa automatski obračunava i naplaćuje proviziju u skladu sa važećom Tarifom Banke.**

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

**Klijent ovim ugovorom ovlašćuje Banku da, radi naplate provizije za izvršene usluge, u skladu sa važećom Tarifom naknada Banke za usluge platnog prometa, može zadužiti sredstva koja se vode kod Banke na računima iz člana 2 ovog Ugovora.**

*The Client authorizes hereunder the Bank to debit funds which are deposited with the Bank in the accounts given in Article 2. of this Contract, for the collection of the fees for the services rendered, according to the applicable Bank's Tariff of fees and commissions for payment operation services.*

#### **Član 7. / Article 7**

**Na devizna i dinarska sredstva koja se vode na Računima Klijenta, Banka ne obračunava i ne plaća kamatu.**

*The Bank shall not calculate nor pay interest for the funds deposited on the Client's foreign currency account and the dinar transactional deposit account.*

#### **Član 8. / Article 8**

**Ovaj Ugovor se zaključuje na neodređeno vreme i svaka ugovorna strana može ga otkazati dostavljanjem pismenog obaveštenja drugoj ugovornoj strani najkasnije 15 dana pre dana raskida.**

*This Contract is concluded for an indefinite period of time, and the Contracting Parties can cancel it through submitting of a written report to the other Contracting Party not later than 15 days before the cancellation.*

**Klijent je obavezan da pre dana raskida iz stava 1. ovog člana izmiri sve obaveze prema Banci po osnovu ovog Ugovora.**

*The Client is obliged to settle all obligations towards the Bank related to this Contract prior to the cancellation date referred to in paragraph 1 of this Article.*

**Ako Klijent ne izmiri sve obaveze prema Banci po osnovu ovog Ugovora pre dana raskida iz stava 1. ovog član, taj Ugovor ostaje na snazi sve do izmirenja tih obaveza kada se ovaj ugovor smatra raskinutim.**

*In case the Client does not settle all obligations towards the Bank related to this Contract before the cancellation date referred to in paragraph 1 hereof, the Contract shall remain in force until the obligations are settled when this Contract shall be considered cancelled.*

#### **Član 9. / Article 9**

**U slučaju izmene relevantnih zakonskih propisa odnosno, poslovne politike Banke, ugovorne strane su saglasne da se novi uslovi automatski primenjuju na ovaj Ugovor.**

*In the case of any changes in the legal regulations and/or the business policy of the Bank the contractual parties agree that the new conditions automatically apply to this Contract.*

#### **Član 10. / Article 10**

**Klijent se obavezuje da, u skladu sa Zakonom o SPN i FT i drugim podzakonskim aktima Banci dostavi overenu kopiju izvoda iz registra zemlje u kojoj ima registrovano sedište, i u overenom prevodu na srpski**

11000 Београд, Савска 25

*jezik. Klijent je dužan da po nalogu Banke dostavi traženu dokumentaciju kada je to potrebno u skladu sa Zakonom o SPN i FT i drugim podzakonskim aktima.*

*U slučaju ne izvršavanja obaveze iz prethodnog stava, Banka neće izvršavati transakcije a poslovni odnos iz ovog Ugovora ima pravo da raskine.*

*The Client undertakes the obligation to, in accordance with the Law on AML and FT and other regulations, submit to the Bank a certified copy of the excerpt from the commercial register of the country where the Client has the registered head office, and the certified translation into the Serbian language of the same. The Client is obliged, in accordance with the request of the Bank, to submit the requested documentation when it is necessary in accordance with the Law on AML and FT and other regulations.*

*In case of non fulfillment of the obligation from the preceding paragraph, the Bank will not execute transactions and has a right to terminate the business relationship from this Contract.*

#### **Član 11. / Article 11**

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

*Ugovorne strane su saglasne da Odluku Privrednog suda prihvate kao konačnu i obavezu.*

*The contractual parties agree that they will try to resolve any disputes that may arise from this Contract by mutual consent; however, if such attempts fail, the parties agree to acknowledge the jurisdiction of the Commercial Court in Belgrade as being final and obligatory.*

#### **Član 12. / Article 12**

*Ugovor je sačinjen u 2 (dva) istovetna primerka, od kojih 1 (jedan) za Klijenta a 1 (jedan) za Banku na srpskom i engleskom jeziku i u slučaju neslaganja važeće su odredbe teksta na srpskom jeziku.*

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

**ZA KLIJENTA**

**ZA BANKU**

**For and on behalf of the Client**

**For and on behalf of the Bank**