

UGOVOR
o otvaranju i vođenju računa stranog pravnog lica
za kupovinu hartija od vrednosti

CONTRACT
on opening and maintaining of account of a foreign legal entity
for the purchase of securities

između:
between:

1. Banca Intesa ad, Beograd, sa jedne strane (u daljem tekstu: Banka)
Banca Intesa ad, Beograd, on the one hand (hereinafter referred to as: "the Bank") i/and

2. _____,
(naziv pravnog lica - name of the legal entity)

(adresa pravnog lica - address 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 uslova i načina otvaranja, vođenja i gašenja računa Klijenta kod Banke u valuti _____ (Eur).

The subject of this Contract shall be the regulation of conditions and manners of opening, maintaining and closing of account for the Client with the Bank in _____ (EUR).

Namena računa je izvršavanje transakcija kupovine hartija od vrednosti preko ovlašćenog brokersko – dilerskog društva odnosno ovlašćene banke (u daljem tekstu: investiciono društvo) _____, sa kojim je Klijent zaključio ugovor o posredovanju i u druge namene se ne može koristiti.

The purpose of the account shall be to execute the transactions of the purchase of securities through an authorized broker-dealer association, i.e. and authorized bank (hereinafter referred to as: the investment company) _____, with which the Client has concluded a Brokerage Agreement and may not be used for other purposes.

Klijent je u obavezi da Banci dostavi kopiju ugovora o posredovanju iz prethodnog stava.

The Client shall be obliged to deliver a copy of the Brokerage agreement, referred to in the previous paragraph, to the Bank.

Član 2. / Article 2.

Banka otvara i vodi Klijentu račun nakon prezentovanja svih potrebnih dokumenta:

The Bank shall open and maintain, for the needs of the Client, an account, having first presented all of the necessary documents:

Broj - Number: _____

Član 3./ Article 3.

Banka se obavezuje da Klijentu dostavi izveštaj o prometu i stanju na računu, u formi izvoda, u roku do 5 radnih dana od dana nastanka promene, na način koji je odredio Klijent u Zahtevu za otvaranje nerezidentnog računa.

The Bank shall undertake to forward to the Client a report on transactions and account balance, in the form of excerpt, within 5 working days from the day of incurred change, in the manner specified by the Client in the Application for opening of a non-resident account.

Banka je dužna da ispita svako neslaganje, odnosno osporavanje dugovanja ili potraživanja, na koje ukaže Klijent i da obezbedi relevantne informacije, koje su joj na raspolaganju i da, u zavisnosti od rezultata ispitivanja izvrši potrebna usaglašavanja i korekcije na računu.

The Bank shall be obliged to examine every discrepancy, i.e. contesting of debts or receivables, indicated by the Client and to provide relevant available information, and, depending on the results of analyses, carry out necessary reconciliations and corrections on the account

Član 4./ Article 4.

Na sredstva položena na račun stranog pravnog lica, Banka ne obračunava i ne plaća kamatu.

The Bank shall not calculate and pay interest for the funds on the account of a foreign legal entity.

Član 5./ Article 5.

Klijent daje saglasnost Banci da izvrši potvrđivanje i saldiranje Zaključnica pristiglih u Banku iz Centralnog registra, depoa i kliringa hartija od vrednosti (u daljem tekstu: Centralni registar), a koje se odnose na transakcije koje je berzanski posrednik (investiciono društvo) zaključio u ime i za račun Klijenta.

The Client hereby consents to having the Bank carry out the confirmation and balancing of the Contract Notes that came to the Bank from the Central Securities Depository and Clearing House of Serbia (hereinafter referred to as: the Central Register) and which refer to transactions that the brokeragemediator (the investment company) concluded on behalf of and for the benefit of the Client.

Klijent ovlašćuje Banku da po zahtevu berzanskog posrednika (investicionog društva) izda potvrdu o stanju sredstava na računu klijenta.

Upon request of the brokerage mediator (the investment company), the Client shall authorize the Bank to issue a confirmation of the balance of funds on Client's account.

Klijent ovlašćuje Banku da na osnovu potvrđenih/saldiranih Zaključnica iz stava 1. ovog člana zaduži namenski račun na dan saldiranja i to:

The Client shall authorize the Bank to charge the specific purpose account according to confirmed/balanced Contract Notes, referred to in paragraph 1 of this Article, as follows:

- za iznos tržišne vrednosti kupljenih hartija iz navedenih zaključnica

- *for the amount of the market value of the purchased securities, based on the specified Contract Notes*
- **Za iznos troškova Beogradske berze u skladu sa Pravilnikom o tarifi Beogradske berze**
- *for the amount of costs of the Belgrade Stock Exchange in line with the Tariff Regulations of the Belgrade Stock Exchange*
- **za iznos troškova Centralnog registra,**
- *for the expenses of the Central Register,*
- **za iznos naknade po Odluci o tarifi naknada za usluge Banca Intesa ad Beograd,**
- *for the fee according to the Decision on fees for services of Banca Intesa ad Beograd,*
- **za iznos provizije berzanskog posrednika (investicionog društva) iz navedenih Zaključnica,**
- *for the commission of the brokerage mediator (the investment company) stemming from the specified Contract Notes*
- **za iznos drugih troškova po predmetnom trgovanju.**
- *for the amount of other costs concerning this trade.*

U cilju realizacije stava 3. ovog člana, Klijent ovlašćuje Banku da za dinarske iznose iz stava 3. ovog člana zaduži depozitni račun po kupovnom kursu Banca Intesa ad Beograd, na dan trgovanja (T+0)

For the purpose of realization of paragraph 3 of this article, the Client shall authorize the Bank to charge the deposit account for the dinar amounts referred to in paragraph 3 of this article, at the buying rate of Banca Intesa ad Beograd, on the trading date (T+0).

Član 6./ Article 6.

Klijent je dužan da vodi računa o izveštajima koje je primio od Banke, da ih pregleda i da, ukoliko smatra da postoji neslaganje ili da postoje sporna dugovanja, odnosno potraživanja, o tome odmah obavesti Banku, a najkasnije u roku od 2 (dva) dana od dana prijema izveštaja, u protivnom Banka neće snositi odgovornost za eventualnu štetu.

The Client shall be obliged to take care of the reports received from the Bank, to check them and, in case he deems there are certain discrepancies or contested debts, respectively receivables, to inform the Bank immediately of that matter, within 2 (two) days at the latest from the date of reception of the reports, otherwise the Bank shall not be liable for possible damages.

Klijent je obavezan da jednom godišnje dostavi izvod iz registra u koji je upisan, u zemlji u kojoj ima registrovano sedište ili, ako je osnovan u zemlji gde se ne upisuje u takav registar, drugi validan dokument o osnivanju u skladu sa propisima zemlje sedišta na osnovu kojeg se može utvrditi pravni oblik nerezidenta i datum osnivanja.

The Client shall be obliged to forward, once a year, an excerpt from the relevant register, in the country in which it has its registered head office or, in case the entity has been established in the country in which this kind of register does not exist, another valid, incorporation document in compliance with regulations of the country in which the head office is registered, on the basis of which a legal form of the non-resident as well as founding date can be established.

Klijent se obavezuje da obavesti Banku o statusnim i drugim promenama koje se evidentiraju u registru u koji je upisan ili drugom nadležnom organu ili kakvoj drugoj promeni od značaja za pravni promet, u roku od 3 (tri) dana od dana dobijanja rešenja o upisu te promene u registru, odnosno drugom nadležnom organu.

The Client shall undertake to inform the Bank on status and other changes recorded in the relevant register or in other competent authority, or any other change relevant for the payment operations, within 3 (three) days from the date of reception of the decision on entry of the subject change in the register, respectively in other competent authority.

Klijent se obavezuje da Banci dostavi podatke i dokumentaciju neophodne za identifikaciju fizičkog i pravnog lica u skladu sa pozitivnim propisima o sprečavanju pranja novca.

The Client shall undertake to deliver to the Bank the data and documentation necessary for the identification of a natural or legal entity in compliance with the positive regulations on money laundering prevention.

Član 7./ Article 7.

Klijent je potpisivanjem ovog Ugovora saglasan da Banka ima pravo da podatke iz ovog Ugovora, podatke o Klijentu i njegovim povezanim licima, informacije o računu, dokumentaciju u vezi sa ovim Ugovorom, kao i druge podatke koji se smatraju bankarskom tajnom prosledi u centralnu bazu podataka Grupa Intesa Sanpaolo, članovima svojih organa, svojim akcionarima, zaposlenima u Banci, spoljnom revizoru Banke, Narodnoj banci Srbije, drugim licima koja zbog prirode posla koji obavljaju moraju imati pristup takvim podacima, kao i trećim licima sa kojima Banka ima zaključen Ugovor koji reguliše postupanje sa poverljivim podacima, a koji su obavezni da po prestanku ugovornog odnosa ili nakon što poverljive informacije postanu nepotrebne, odmah, odnosno po isteku roka za čuvanje, ukoliko je takav predviđen propisima ili internim aktom trećeg lica zasnovanim na propisima, a tokom kog perioda obaveznog čuvanja su dužni u potpunosti pridržavati se važećih propisa o postupanju sa poverljivim informacijama i odredbi predmetnog Ugovora, poverljive informacije unište ili obrišu na takav način da je iste nemoguće povratiti i o tome dostave pisanu potvrdu Banci.

By signing this Contract the Client accords with the Bank's right to proceed information regarding this Contract, the Client and its related parties, the account and the documentation related to this Agreement, as well as other data that are considered to be banking secret to the central database of Intesa Sanpaolo Group, to the members of its corporate bodies, shareholders and the Bank employees, as well as to the external auditor of the Bank, to the National Bank of Serbia, to other persons, who due to nature of activities they perform, have access to the specified data, to third persons that the Bank reached the Contract on regulating confidential data, which persons, after the termination of the respective agreement or after the confidential information is no longer needed, and immediately after the expiry of the time period for their safe-keeping, if such period is prescribed under rules or internal by-laws of such persons based on the regulations, during which period of mandatory safe-keeping they are required to fully comply with the valid regulation on personal data protection and provisions of the said Contract, shall destroy the confidential information or delete it in such a way that the information is impossible to be retrieved and to confirm this to the Bank in writing.

Klijent je izričito saglasan da Banka ima pravo da podatke o Klijentu koji se odnose na adresu, brojeve telefona, faks i telefaks uređaja, e-mail adrese i ostale podatke za uspostavljanje kontakta, a koje je Klijent prezentovao Banci prilikom potpisivanja ovog Ugovora, koristi radi dostavljanja Klijentu obaveštenja o svojim aktivnostima, proizvodima i uslugama, u vidu letaka, prospekata, elektronskih poruka, kao i svih drugih sredstava poslovne komunikacije i poslovne prezentacije.

The Client shall explicitly agree that the Bank is entitled to use the data about the Client which refer to the address, phone numbers, fax and telefax devices, e-mail addresses and other data for the realization of contact, and which the Client presented to the Bank when signing this Contract, in order to deliver to the Client information about its activities, products and services in the form of leaflets, booklets, electronic messages as well as all other means of business communication and business presentation.

Član 8. / Article 8.

Za usluge koje Banka pruži Klijentu, Klijent je dužan da plaća naknadu utvrđenu u Odluci o tarifi naknada za usluge Banca Intesa ad Beograd.

The Client shall be obliged to pay a fee for services rendered to the Client by the Bank, as they are defined in the Decision on fees for services of Banca Intesa ad Beograd.

Član 9. / Article 9.

U slučaju da Klijent ne postupi na način i u rokovima iz stava 3. člana 6., Banka neće izvršavati transakcije klijenta dok ne ispuni obavezu iz navedenog stava i o tome će obavestiti berzanskog posrednika Klijenta.

In case the Client does not proceed in the manner and terms referred to in paragraph 3 article 6, the Bank shall not perform Client's transactions until fulfilling of obligation referred to in subject paragraph and the Bank shall inform an authorized brokerage mediator about such decision.

Ovaj Ugovor se zaključuje na neodređeno vreme.

This Contract shall be concluded for an indefinite period of time.

Ugovor se može raskinuti na osnovu pisanog sporazuma ugovornih strana.

The Contract may be terminated on the basis of a written agreement of the Contracting Parties.

Svaka od ugovornih strana ima pravo na jednostrani raskid ovog Ugovora, uz otkazni rok od 15 (petnaest) dana koji se računa od dana kada druga ugovorna strana primi pisano obaveštenje o raskidu Ugovora, s tim da Klijent ima pravo na jednostrani raskid samo pod uslovom da je prethodno izmirio sve obaveze prema Banci i Centralnom registru po osnovu i u vezi predmeta ovog Ugovora.

Each of the contracting parties shall have the right to terminate the Contract unilaterally, with a period of notice of 15 (fifteen) days that is calculated from the day when the other contracting party received a written notification of the termination of the Contract, and the Client shall be entitled to a unilateral termination only provided that he has previously settled all liabilities towards the Bank and the Central Register on the basis and pertaining to the subject of this Contract.

Klijent je obavezan da pre dana raskida iz stava 4. ovog člana izmiri sve obaveze prema Banci po osnovu ovog Ugovora.

Prior to the termination referred to in paragraph 4 of this Article, the Client shall be obliged to settle all liabilities towards the Bank stemming from this Contract.

Ugovorne strane su saglasne da se danom prijema u Banci, pisanog obaveštenja Klijenta o raskidu ovog Ugovora sa Bankom, sve obaveze Klijenta prema Banci po osnovu i u vezi predmeta ovog Ugovora smatraju dospelim.

The Contracting Parties hereby agree that on the day the Bank receives the Client's written notification of the termination of the Contract, all of the Client's liabilities toward the Bank and on the basis and concerning the subject of this Contract, shall be considered due.

Raskidom ovog Ugovora, gasi se namenski račun Klijenta kod Banke.

Upon termination of the Contract, the specific purpose account of the Client with the Bank shall be closed.

Član 10. / Article 10.

Ugovorne strane su saglasne da će sve eventualne sporove iz i u vezi sa ovim Ugovorom nastojati da reše sporazumno, a ako to ne bi bilo moguće, spor će rešavati Privredni sud u Beogradu.

The Contracting Parties shall agree to try and resolve all possible disputes arising from and in relation to this Contract, amicably, and if this is not possible, the jurisdiction of the Commercial Court in Belgrade shall be agreed.

Član 11. / Article 11.

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

This Contract shall enter into force on the date of its execution by the authorized persons of both of the Contracting Parties.

Član 12. / Article 12.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih po 2 (dva) zadržava svaka ugovorna strana.

This Contract shall be prepared in 4 (four) identical copies, 2 (two) for each of the Contracting Parties.

ZA KLIJENTA
FOR AND ON BEHALF OF THE CLIENT

ZA BANKU
FOR AND ON BEHALF OF THE BANK

(pečat i potpis)
(stamp and signature)

(pečat i potpis)
(stamp and signature)