

# **ZAKON**

## **O POTVRĐIVANJU FINANSIJSKOG UGOVORA „APEKS ZAJAM ZA MALA I SREDNJA PREDUZEĆA I DRUGE PRIORITYE III/B” IZMEĐU REPUBLIKE SRBIJE I EVROPSKE INVESTICIONE BANKE I NARODNE BANKE SRBIJE**

### **Član 1.**

Potvrđuje se Finansijski ugovor „Apeks zajam za mala i srednja preduzeća i druge prioritete III/B” između Republike Srbije i Evropske investicione banke i Narodne banke Srbije, koji je potpisan 13. juna 2016. godine u Beogradu, u originalu na engleskom jeziku.

### **Član 2.**

Tekst Finansijskog ugovora „Apeks zajam za mala i srednja preduzeća i druge prioritete III/B” između Republike Srbije i Evropske investicione banke i Narodne banke Srbije, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

**APEX LOAN FOR SMES AND OTHER PRIORITIES III / B**

Finance Contract

*between*

Republic of Serbia

*and the*

European Investment Bank

*and the*

National Bank of Serbia

Belgrade, 13 June 2016

**THIS CONTRACT IS MADE BETWEEN:**

the Republic of Serbia,  
represented by the Ministry of  
Finance, Mr. Dušan Vujović,  
Ph.D., on behalf of the  
Government as representative  
of the Republic of Serbia,

hereinafter called: the "**Borrower**"

of the first part,

the European Investment Bank  
having its seat at 100  
boulevard Konrad Adenauer,  
Luxembourg, L-2950  
Luxembourg, represented by  
the Vice-President, Mr Dario  
Scannapieco,

hereinafter called: the "**Bank**"

of the second part, and

the National Bank of Serbia,  
having its seat in Belgrade,  
acting as agent of the  
Borrower, represented by the  
Governor Ms. Jorgovanka  
Tabaković

hereinafter called: the "**Agent**"

of the third part.

**WHEREAS:**

- 1) The Borrower has requested the Bank to establish in its favour a credit in a total amount equivalent to EUR 500,000,000.00 (five hundred million euro) (hereinafter referred to as the “Approved Credit”) to be used for the financing in the Republic of Serbia of (i) small and medium sized projects (“SME and Mid-Cap Projects” including WB JfY Project as defined below) carried out by small and medium-sized enterprises (“SMEs”) and mid-cap enterprises (“Mid-Caps”), and (ii) priority investments of limited scale promoted by final beneficiaries of any size in the fields of knowledge economy, energy, environmental protection, health and education (“Priorities Projects” and together the SME and Mid-Cap Projects, each a “Project” or a “SME and Priority Projects”).
- 2) The eligibility criteria and allocation procedures for the SME and Priority Projects will be set out in side-letters issued by the Bank (hereinafter called the “Side-Letters” or individually a “Side-Letter”) that can be modified at the Bank’s sole discretion from time to time subject to the notice period as set forth in the Side-Letters and provided that such modifications shall not apply to SME and Priority Projects that were already approved for allocation by the Bank. At least 70% (seventy per cent.) of the Credit (as defined below) shall be allocated to eligible SMEs and Mid-Caps out of which up to 30% (thirty per cent.) for Mid-Caps, and up to 30% (thirty per cent.) of the Credit shall be allocated to Priority Projects. The SME and Priority Projects are required to be eligible for financing by the Bank having regard to the Bank’s Statutes and to the provisions of Article 309 of the Treaty in the Functioning of the European Union and the provisions of this finance contract. Up to an amount of EUR 75,000,000.00 (seventy five million euros) shall be allocated to WB JfY Projects.
- 3) The provision of finance for each project is to be the subject of (i) a loan agreement between the Agent, on behalf of the Borrower, and the relevant Intermediary for the purpose of onlending funds disbursed hereunder (each hereinafter called an “Intermediary Agreement”) and (ii) a loan agreement (each hereinafter called an “Onlending Agreement”) between an Intermediary and each enterprise which is to carry out the project in question (each hereinafter called a “Final Beneficiary”), for the purpose of onlending to such enterprise funds disbursed under an Intermediary Agreement. The administration of the loan to be provided hereunder will be carried out for the Borrower by the Agent. Certain of the financial advantages provided by the Bank to the Borrower pursuant to this finance contract shall be passed on to the Final Beneficiaries, as detailed in this finance contract. The Intermediary Agreements and Onlending Agreements have to respect provisions of this finance contract and of the Side-Letter(s).
- 4) The Bank, considering that the financing of the SME and Priority Projects falls within the scope of its functions, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower’s request providing to it a second credit in an amount equivalent to EUR 150,000,000.00 (one hundred and fifty million euro) on the terms and conditions set out in this contract (the “**Contract**”).
- 5) By Decision No. 466/2014/EU the European Parliament and the Council of the European Union have decided to grant a guarantee to the Bank against losses incurred by it under loans and loan guarantees granted from 2014 to 2020 in accordance with its own rules and procedures for projects carried out in certain countries outside the European Union listed in the said Decision;

- 6) On 11 May 2009 the Republic of Serbia (formerly Federal Republic of Yugoslavia) concluded with the Bank a Framework Agreement governing the Bank's activities in the territory of the Republic of Serbia (hereinafter the "**Framework Agreement**");
- 7) The Government of the Republic of Serbia acknowledges that the loan financing to be provided hereunder falls within the scope of the Framework Agreement; the Borrower confirms the Bank's preferred creditor status as an international financial institution;
- 8) By Article 3 of the Framework Agreement, the Republic of Serbia agreed that interest and all other payments due to the Bank and arising out of activities envisaged by the Framework Agreement, as well as the assets and revenues of the Bank connected with such activities, shall be exempt from tax;
- 9) By Article 4 of the Framework Agreement, the Republic of Serbia agreed that throughout the life of any financial operation concluded pursuant to the Framework Agreement it shall:
  - (a) ensure (i) that Final Beneficiaries may convert into any fully convertible currency, at the prevailing market exchange rate, the amounts in the national currency of the Republic of Serbia necessary for the timely payment of all sums due to the Bank in respect of loans and guarantees in connection with any project; and (ii) that such amounts shall be freely, immediately and effectively transferable outside the territory of the Republic of Serbia in accordance with the terms of the relevant contractual or other instrument;
  - (b) ensure (i) that the Bank may convert into any fully convertible currency, at the prevailing market exchange rate, the amounts in the national currency of the Republic of Serbia received by the Bank by way of payments arising in respect of loans and guarantees or any other activity and that the Bank may freely, immediately and effectively transfer the amounts so converted outside the territory of the Republic of Serbia to such bank accounts as the Bank may freely determine; or, at the Bank's option, (ii) that it may freely dispose of such amounts within the territory of the Republic of Serbia; and (iii) that the Bank may convert into the national currency of the Republic of Serbia, at the prevailing market exchange rate, any amounts in any fully convertible currency;
- 10) The Bank has launched an initiative titled "Western Balkans Jobs for Youth" ("**WB Jobs for Youth Initiative**") to support the employment of young people by SMEs and Midcaps. The Bank has invited the Borrower to participate in the WB Jobs for Youth Initiative on the terms set out in this Contract and the Side-Letter. The Borrower has indicated that it wishes to participate in the WB Jobs for Youth Initiative and to target certain SMEs and Midcaps that promote Projects that satisfy the eligibility criteria of the WB Jobs for Youth Initiative, as further defined in the Side-Letter and this Contract (each such Project being referred to as a "**WB JfY Project**").
- 11) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.

- 12) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its Transparency policy, the purpose of which is to enhance the accountability of the EIB Group towards its stakeholders and the citizens of the European Union in general.
- 13) The processing of personal data shall be carried out by the Bank in accordance with applicable European Union legislation on the protection of individuals with regard to the processing of personal data by the EC institutions and bodies and on the free movement of such data.

**NOW THEREFORE** it is hereby agreed as follows:

## **INTERPRETATION AND DEFINITIONS**

### **(a) Interpretation**

In this Contract:

- (i) references to Articles, Recitals and Schedules are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (ii) references to a provision of law are references to that provision as amended or re-enacted; and
- (iii) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated.

### **(b) Definitions**

In this Contract:

**“Acceptance Deadline”** for a notice means:

- (a) 16h00 Luxembourg time on the day of delivery, if the notice is delivered by 14h00 Luxembourg time on a Business Day; or
- (b) 11h00 Luxembourg time on the next following day which is a Business Day, if the notice is delivered after 14h00 Luxembourg time on any such day or is delivered on a day which is not a Business Day.

**“Allocation”** has the meaning given to it in Article 1.08B.

**“Allocation Period”** means the period between the date of the signature of this Contract and 15 March 2019.

**“Allocation Request”** has the meaning given to it in Article 1.08A.

**“Authorisation”** means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**“Business Day”** means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg and in Belgrade.

**“Change-of-Law Event”** has the meaning given to it in Article 4.03A(3).

**“Contract”** has the meaning given to it in Recital (4).

**“Credit”** has the meaning given to it in Article 1.01.

**“Criminal offence”** means any of the following criminal offences as applicable: fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism.

**“Deferment Indemnity”** means an indemnity calculated on the amount of disbursement deferred or suspended at the percentage rate (if higher than zero) by which:

- the interest rate that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date exceeds
- the Relevant Interbank Rate (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero, in which case it will be set at zero.

Such indemnity shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

**“Disbursement Date”** means the date on which actual disbursement of a Tranche is made by the Bank.

**“Disbursement Notice”** means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.02C.

**“Disbursement Request”** means a notice substantially in the form set out in Schedule C1.

**“Disruption Event”** means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party:
  - (i) from performing its payment obligations under this Contract; or
  - (ii) from communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

**“EIB Allocation Report”** has the meaning given to it in Article 1.08F.

**“EIB Decision”** means 16 July 2013, the date on which the Management Committee of the EIB approved the transaction.

**“Environment”** means the following, in so far as they affect human health and social well-being:

- (a) fauna and flora;
- (b) soil, water, air, climate and the landscape; and
- (c) cultural heritage and the built environment,

and includes, without limitation, occupational and community health and safety.

**“Environmental Law”** means:

- (a) EU law, including principles and standards;
- (b) laws and regulations of Republic of Serbia; and
- (c) applicable international treaties

of which a principal objective is the preservation, protection or improvement of the Environment.

**“Environmental or Social Approval”** means any permit, licence, authorisation, consent or other approval required by an Environmental Law or a Social Law in connection with the construction or operation of a Project.

**“Environmental or Social Claim”** means any claim, proceeding, formal notice or investigation by any person in respect of the Environment or Social Matters affecting the Project including any breach or alleged breach of any Environmental and Social Standard.

**“EU”** means the European Union.

**“EURIBOR”** has the meaning given to it in Schedule B.

**“EUR”** or **“euro”** means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

**“Event of Default”** means any of the circumstances, events or occurrences specified in Article 10.

**“Final Availability Date”** means 15 June 2019 or a later date if approved in writing by the Bank upon formal request in writing of the Borrower.

**“Final Beneficiaries”** has the meaning given to it in Recital (3).

**“Financing of Terrorism”** means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the EU Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

**“Fixed Rate”** means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest.

**“Fixed Rate Tranche”** means a Tranche on which Fixed Rate is applied.

**“Floating Rate”** means a fixed-spread floating interest rate, that is to say an annual interest rate determined by the Bank for each successive Floating Rate Reference Period equal to the Relevant Interbank Rate plus the Spread.

**“Floating Rate Reference Period”** means each period from one Payment Date to the next relevant Payment Date and the first Floating Rate Reference Period shall commence on the date of disbursement of the Tranche.

**“Floating Rate Tranche”** means a Tranche on which Floating Rate is applied.

**“GAAP”** means generally accepted accounting principles in Republic of Serbia, including IFRS as provided for under the Serbian Law on Accounting (Official Gazette of the Republic of Serbia No 62/13).

**“GBP”** means the lawful currency of the United Kingdom.



**“Guide to Procurement”** means the Guide to Procurement published on EIB’s website<sup>1</sup> that informs the promoters of projects financed in whole or in part by the EIB of the arrangements to be made for procuring works, goods and services required for the Project.

**“IFRS”** means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**“ILO”** means the International Labour Organisation.

**“ILO Standards”** means any treaty, convention or covenant of the ILO signed and ratified by or otherwise applicable and binding on the Republic of Serbia, and the Core Labour Standards (as defined in the ILO Declaration on Fundamental Principles and Rights at Work).

**“Indemnifiable Prepayment Event”** means a Prepayment Event other than those specified in Article 4.03A(2) and Article 4.03A(4).

**“Interest Revision/Conversion”** means the determination of new financial conditions relative to the interest rate, specifically the same interest rate basis (“revision”) or a different interest rate basis (“conversion”) which can be offered for the remaining term of a Tranche or until a next Interest Revision/Conversion Date, if any, for an amount which, at the proposed Interest Revision/Conversion Date, is not less than EUR 10,000,000.00 (ten million euros) or the equivalent thereof.

**“Interest Revision/Conversion Date”** means the date, which shall be a Payment Date, specified by the Bank pursuant to Article 1.02C in the Disbursement Notice or pursuant to Article 3 and Schedule D.

**“Interest Revision/Conversion Proposal”** means a proposal made by the Bank under Schedule D.

**“Interest Revision/Conversion Request”** means a written notice from the Borrower, delivered at least 75 (seventy-five) days before an Interest Revision/Conversion Date, requesting the Bank to submit to it an Interest Revision/Conversion Proposal. The Interest Revision/Conversion Request shall also specify:

- (a) Payment Dates chosen in accordance with the provisions of Article 3.01;
- (b) the preferred repayment schedule chosen in accordance with Article 4.01; and
- (c) any further Interest Revision/Conversion Date chosen in accordance with Article 3.01.

**“Intermediary”** any bank or any financial institution in the Republic of Serbia which is selected by the Bank, and approved by the Borrower and the Agent, for onlending funds disbursed hereunder to final beneficiaries.

**“Intermediary Agreement”** has the meaning given to it in Recital 3.

**“Letter of Allocation”** has the meaning given to it in Article 1.08B.

**“LIBOR”** has the meaning given to it in Schedule B.

**“Loan”** means the aggregate amount of Tranches disbursed from time to time by the Bank under this Contract.

**“Market Disruption Event”** means any of the following circumstances:

- (a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank’s access to its sources of funding;

---

<sup>1</sup> <http://www.eib.org/projects/publications/guide-to-procurement.htm>. Note it is the version of the Guide in force at the time of the project procurement that it applicable

- (b) in the opinion of the Bank, funds are not available from its ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche;
  - (c) in relation to a Tranche in respect of which interest is or would be payable at Floating Rate:
    - (A) the cost to the Bank of obtaining funds from its sources of funding, as determined by the Bank, for a period equal to the Floating Rate Reference Period of such Tranche (i.e. in the money market) would be in excess of the applicable Relevant Interbank Rate;
- or
- (B) the Bank determines that adequate and fair means do not exist for ascertaining the applicable Relevant Interbank Rate for the relevant currency of such Tranche or it is not possible to determine the Relevant Interbank Rate in accordance with the definition contained in Schedule B.

**“Material Adverse Change”** means, in relation to the Borrower or the Agent any event or change of condition, as compared with its condition at the date of this Contract, affecting the Borrower or the Agent or any of its subsidiaries, which, in the opinion of the Bank: (1) materially impairs the ability of the Borrower to perform its financial or any of its other obligations under this Contract; (2) materially impairs the ability of the Agent to perform its obligations under this Contract; (3) materially impairs the business, prospects or financial condition of the Borrower or the Agent; or (4) adversely affects any security provided by the Borrower or the Agent.

**“Maturity Date”** means the last or sole repayment date of a Tranche specified pursuant to Article 4.01A(b)(iv) or Article 4.01B.

**“Money Laundering”** means:

- (i) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
- (ii) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
- (iii) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; or
- (iv) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

**“Notified Tranche”** means a Tranche in respect of which the Bank has issued a Disbursement Notice.

**“Onlending Agreement”** has the meaning given to it in Recital 3.

**“Payment Date”** means the annual, semi-annual or quarterly dates specified in the Disbursement Notice until the Interest Revision/Conversion Date, if any, or the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means:

- (a) for a Fixed Rate Tranche, the following Relevant Business Day, without adjustment to the interest due under Article 3.01 except for those cases where repayment is made in a single instalment according to Article 4.01B, when the preceding Relevant Business Day shall apply instead to this single instalment and to the final interest payment and only in this case, with adjustment to the interest due under Article 3.01; and
- (b) for a Floating Rate Tranche, the next day, if any, of that calendar month that is a Relevant Business Day or, failing that, the nearest preceding day that is a Relevant Business Day, in all cases with corresponding adjustment to the interest due under Article 3.01.

**“Prepayment Amount”** means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.02A.

**“Prepayment Date”** means the date, which shall be a Payment Date, on which the Borrower proposes to effect prepayment of a Prepayment Amount.

**“Prepayment Event”** means any of the events described in Article 4.03A.

**“Prepayment Indemnity”** means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as the present value (as of the Prepayment Date) of the excess, if any, of:

- (a) the interest that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

**“Prepayment Notice”** means a written notice from the Bank to the Borrower in accordance with Article 4.02C.

**“Prepayment Request”** means a written request from the Borrower to the Bank to prepay all or part of the Loan, in accordance with Article 4.02A.

**“Prohibited Conduct”** means any Financing of Terrorism, Money Laundering or Prohibited Practice.

**“Prohibited Practice”** means any:

- (i) Coercive Practice, meaning the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
- (ii) Collusive Practice, meaning an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) Corrupt Practice, meaning the offering, giving, receiving or soliciting, directly or indirectly, of anything of value by a party to influence improperly the actions of another party;
- (iv) Fraudulent Practice, meaning any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; or

- (v) Obstructive Practice, meaning in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice in connection with this Loan or a Project, (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intending to materially impede the exercise of the contractual rights of audit or access to information.

**“Project”** means an investment promoted by a Final Beneficiary, and for as long as it has not been re-allocated or re-employed by the Borrower on the terms and conditions hereunder.

**“Redeployment Rate”** means the Fixed Rate in effect on the day of the indemnity calculation for fixed-rate loans denominated in the same currency and which shall have the same terms for the payment of interest and the same repayment profile to the Interest Revision/Conversion Date, if any, or the Maturity Date as the Tranche in respect of which a prepayment is proposed or requested to be made. For those cases where the period is shorter than 48 (forty-eight) months (or 36 (thirty-six) months in the absence of a repayment of principal during that period) the most closely corresponding money market rate equivalent will be used, that is the Relevant Interbank Rate minus 0.125% (12.5 basis points) for periods of up to 12 (twelve) months. For periods falling between 12 (twelve) and 36/48 (thirty-six) / (forty-eight) months as the case may be, the bid point on the swap rates as published by Reuters for the related currency and observed by the Bank at the time of calculation will apply.

**“Relevant Business Day”** means:

- (a) for EUR, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR<sup>2</sup>; and
- (b) for any other currency, a day on which banks are open for general business in the principal domestic financial centre of the relevant currency.

**“Relevant Interbank Rate”** means:

- (a) EURIBOR for a Tranche denominated in EUR;
- (b) LIBOR for a Tranche denominated in GBP or USD; and
- (c) the market rate and its definition chosen by the Bank and separately communicated to the Borrower, for a Tranche denominated in any other currency. If such other market rate is or becomes at any time less than zero, for the purposes of this contract such other market rate shall be set at zero.

**“Sanctioned Persons”** means any individual or entity listed in one or more Sanction Lists.

**“Sanction Lists”** means:

---

<sup>2</sup> On 14 December 2000, the Governing Council of the European Central Bank (ECB) has decided that, from 2002 until further notice, the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) system will be closed, in addition to Saturdays and Sundays, on the following days: New Year's Day, Good Friday and Easter Monday, 1 May, Christmas Day and 26 December.

- (i) any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU websites [http://ec.europa.eu/external\\_relations/cfsp/sanctions/consol-list\\_en.htm](http://ec.europa.eu/external_relations/cfsp/sanctions/consol-list_en.htm) and [http://eeas.europa.eu/cfsp/sanctions/docs/measures\\_en.pdf](http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf), as amended and supplemented from time to time or on any successor page; or,
- (ii) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website <http://www.un.org/Docs/sc/committees/INTRO.htm>, as amended and supplemented from time to time or on any successor page.

**“Scheduled Disbursement Date”** means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.02C.

**“Security”** and **“Security Interest”** mean any mortgage, pledge, lien, charge, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Side-Letter”** has the meaning given to it in Recital (2).

**“SME and Priority Project(s)”** has the meaning given to it in Recital (1).

**“Social Law”** means each of:

- (a) any law, rule or regulation applicable in Republic of Serbia relating to Social Matters;
- (b) any ILO Standards; and
- (c) any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on Republic of Serbia.

**“Social Matters”** means all, or any of, the following: (i) labour and employment conditions, (ii) occupational health and safety, (iii) protection and empowerment of rights and interests of indigenous peoples, ethnic minorities and vulnerable groups, (iv) cultural heritage (tangible and intangible), (v) public health, safety and security, (vi) involuntary physical resettlement and/or economic displacement and loss of livelihood of persons, and (vii) public participation and stakeholder engagement.

**“Spread”** means the fixed spread to the Relevant Interbank Rate (being either plus or minus) determined by the Bank and notified to the Borrower in the relevant Disbursement Notice or Interest Revision/Conversion Proposal.

**“Statement of Environmental and Social Principles and Standards”** means the statement published on EIB’s website<sup>3</sup> that outlines the standards that the Bank requires of the projects that it finances and the responsibilities of the various parties.

**“Tax”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

**“Tranche”** means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.02B.

---

<sup>3</sup> [http://www.eib.org/attachments/strategies/eib\\_statement\\_esps\\_en.pdf](http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf)

“**Youth Employment Tranche**” means any Tranche dedicated exclusively to the financing of WB JfY Projects promoted by SMEs or Midcaps which fulfil the specific youth employment criteria set out in the Side-Letter.

“**USD**” means the lawful currency of the United States of America.

“**WB Jobs for Youth Initiative**” has the meaning given to it in Recital (10).

“**WB JfY Project**” has the meaning given to it in Recital (10).

## **ARTICLE 1**

### **Credit and disbursement**

#### **1.01 Amount of Credit**

By this Contract, the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount equivalent to EUR 150,000,000.00 (one hundred and fifty million euros) to be on lent to Final Beneficiaries exclusively for the financing of the SME and Priority Projects (the “**Credit**”).

#### **1.02 Disbursement procedure**

##### **1.02A Tranches**

The Bank shall disburse the Credit in up to 20 (twenty) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount equivalent to of (i) EUR 2,500,000.00 (two million five hundred thousand euros) for Youth Employment Tranches, or (ii) EUR 5,000,000.00 (five million euros) for Tranches dedicated to other SME or Midcap Projects or to Priority Projects. The aggregate total amount for Youth Employment Tranches shall not exceed EUR 75,000,000.00 (seventy five million euros).

##### **1.02B Disbursement Request**

- (a) From time to time up to 15 (fifteen) days before the Final Availability Date, the Borrower or the Agent, on behalf of the Borrower, may present to the Bank a Disbursement Request for the disbursement of a Tranche. The Disbursement Request shall be in the form set out in Schedule C1 and shall specify:
  - (i) the amount and currency of the Tranche, being so determined that it will not exceed the aggregate of all amounts allocated pursuant to Article 1.08B less the aggregate of all amounts previously disbursed;
  - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and in any event on or before the Final Availability Date, it being understood that, notwithstanding the Final Availability Date, the Bank may disburse the Tranche up to 4 (four) calendar months from the date of the Disbursement Request;
  - (iii) whether the Tranche is a Fixed Rate Tranche or a Floating Rate Tranche, each pursuant to the relevant provisions of Article 3.01;
  - (iv) the preferred interest payment periodicity for the Tranche, chosen in accordance with Article 3.01;
  - (v) the preferred terms for repayment of principal for the Tranche, chosen in accordance with Article 4.01;

- (vi) the preferred first and last dates for repayment of principal for the Tranche;
  - (vii) the IBAN code (or appropriate format in line with local banking practice) and SWIFT BIC of the bank account to which disbursement of the Tranche should be made in accordance with Article 1.02D;
  - (viii) whether the Tranche shall be a Youth Employment Tranche or a Tranche dedicated to other SME and Mid-Cap Projects or to Priority Projects, it being understood that each Tranche may only be used for one type of those Projects;
  - (ix) the choice of Interest Revision/Conversion Date, if any, for the Tranche; and
  - (x) to which Intermediary or Intermediaries the proceeds of the Tranche are to be on lent by the Agent, on behalf of the Borrower.
- (b) The Agent on behalf of the Borrower may also at its discretion specify in the Disbursement Request the following respective elements, if any, as provided by the Bank on an indicative basis and without commitment to be applicable to the Tranche, that is to say:
- (1) in the case of a Fixed-Rate Tranche, the interest rate to be applicable to the Tranche up to Maturity Date or the first Interest Revision/Conversion Date, if any; and
  - (2) in the case of a Floating Rate Tranche, the Spread to be applicable up to the Maturity Date or the Interest Revision/Conversion Date, if any.
- (c) Subject to Article 1.02C(c), each Disbursement Request is irrevocable.
- (d) If it has not been previously supplied, each Disbursement Request shall be accompanied by evidence of the authority of the person or persons authorised to sign it and the specimen signature of such person or persons or a declaration that no changes has occurred in relation to the authority of the person or persons authorised to sign Disbursement requests under the Contract.
- (e) Each Disbursement Request shall contain, or be accompanied by, a declaration, duly signed by the Agent and the Borrower:
- (i) confirming that on the date of the declaration no situation exists in which the Bank may cancel or suspend the undisbursed part of the Credit pursuant to Article 1.06B, save for 1.06B(b);
  - (ii) specifying each SME and Priority Project whose part-financing is to be indirectly funded by the Tranche to be disbursed, as well as the amount of the relevant funding; and
  - (iii) confirming that there is no obstacle to the execution of, or disbursement under, any Intermediary Agreement or Onlending Agreement which prevents or may prevent the timely use of the amount of the Tranche (and that of any Tranche previously disbursed) for funding specified pursuant to item (ii) of this Article 1.02B(e) on the occasion of any Disbursement Request.

#### 1.02C Disbursement Notice

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to this Article 1.02, deliver to the Agent and the Borrower a Disbursement Notice which shall specify:
- (i) the amount and the currency of the Tranche;
  - (ii) the Scheduled Disbursement Date;
  - (iii) the interest rate basis for the Tranche being: (i) a Fixed Rate Tranche; or (ii) a Floating Rate Tranche all pursuant to the relevant provisions of Article 3.01;
  - (iv) the first interest Payment Date and the periodicity for the payment of interest for the Tranche;
  - (v) the terms for repayment of principal for the Tranche;
  - (vi) the first and last dates for repayment of principal for the Tranche;
  - (vii) the applicable Payment Dates for the Tranche;
  - (viii) the Interest Revision/Conversion Date, if requested by the Borrower, for the Tranche;
  - (ix) the Intermediary or Intermediaries to which the proceeds of the Tranche are to be onlent by the Agent on behalf of the Borrower; and
  - (x) for a Fixed Rate Tranche the Fixed Rate and for a Floating Rate Tranche the Spread applicable to the Tranche until the Interest Revision/Conversion Date, if any or the Maturity Date.
- (b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Agent may following receipt of the Disbursement Notice, revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 Luxembourg time on the next Business Day and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Agent has not revoked in writing the Disbursement Request within such period, the Agent and the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.
- (c) If the Agent on behalf of the Borrower has presented to the Bank a Disbursement Request in which the Agent has not specified the fixed interest rate or spread as set out in Article 1.02B(b), the Agent and the Borrower will be deemed to have agreed in advance to the Fixed Rate or Spread as subsequently specified in the Disbursement Notice.

#### **1.02D Disbursement Account**

Disbursement shall be made to the account as the Agent on behalf of the Borrower shall notify in writing to the Bank not later than 15 (fifteen) days before the Scheduled Disbursement Date (with IBAN code or with the appropriate format in line with local banking practice). The Borrower acknowledges that payments to such account shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one account may be specified for each Tranche.

#### **1.03 Currency of disbursement**



Subject to availability, disbursement of each Tranche shall be made in EUR or any other currency that is widely traded on the principal foreign exchange markets.

For the calculation of the sums available to be disbursed in currencies other than EUR, and to determine their equivalent in EUR, the Bank shall apply the rate published by the European Central Bank in Frankfurt, available on or shortly before submission of the Disbursement Notice as the Bank shall decide.

#### **1.04 Conditions of disbursement**

##### **1.04A First Tranche**

The disbursement of the first Tranche under Article 1.02 is conditional upon receipt by the Bank, in form and substance satisfactory to the Bank, on or before the date falling 7 (seven) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing the Contract on behalf of the Borrower is/are duly authorised to do so together with the *specimen* signature of each such person or persons;
- (b) evidence that the Borrower has obtained all necessary Authorisations required in connection with this Contract;
- (c) from the Borrower, a legal opinion with an English certified translation, issued by its Ministry of Justice, confirming that:
  - (i) the conclusion of this Contract has been authorised by a decision of the Government of the Republic of Serbia, it has been duly executed by the Borrower, its provisions are in full force and effect and it is valid, binding and enforceable in Serbia in accordance with its terms;
  - (ii) no exchange control consents are currently required in order to permit the receipt of the amounts disbursed hereunder on the account specified in Article 1.02D and to permit the repayment of the Loan and the payment of interest and all other amounts due under this Contract;

and

- (d) a signed copy of the Side-Letter(s).

##### **1.04B All Tranches**

The disbursement of each Tranche under Article 1.02, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 7 (seven) Business Days before the Scheduled Disbursement Date, the following documents or evidence:
  - (i) a certificate from the Agent and the Borrower in the form of Schedule C2,

- (ii) in relation to any Youth Employment Tranche, evidence that the Bank has issued Letters of Allocation in relation to the relevant WB JfY Projects to be financed by that Youth Employment Tranche; for the avoidance of doubt, the disbursement of any Youth Employment Tranche is subject to the prior submission of Allocation Requests in relation to the relevant WB JfY Projects and subsequent issue of the relevant Letters of Allocation by the Bank;
- (b) that on the Disbursement Date for the proposed Tranche:
- (i) the representations and warranties which are repeated pursuant to Article 6.04 are correct in all material respects;
  - (ii) no event or circumstance which constitutes or would, with the passage of time or giving of notice under this Contract, constitute
    - (aa) an Event of Default, or
    - (bb) a Prepayment Event,
 has occurred and is continuing unremedied or unwaived or would result from the proposed Tranche;
  - (iii) the Intermediary Agreement with the Intermediary, to which the proceeds of the disbursement are to be onlent by the Agent on behalf of the Borrower has been duly signed; and
  - (iv) each Intermediary to which any proceeds of the Tranche are to be on-lent shall have undertaken towards the Agent (in an Intermediary Agreement entered into on terms satisfactory to the Bank) to use such proceeds solely for the purpose of funding loan finance provided to Final Beneficiaries.

## **1.05 Deferment of disbursement**

### **1.05A Grounds for deferment**

Upon the written request of the Borrower, the Bank shall defer the disbursement of any Notified Tranche in whole or in part to a date specified by the Borrower being a date falling not later than 6 (six) months from its Scheduled Disbursement Date, and not later than 60 (sixty) days prior to the first repayment date of the Tranche indicated in the Disbursement Notice. In such a case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

Any request for deferment shall have effect in respect of a Tranche only if it is made at least 7 (seven) Business Days before its Scheduled Disbursement Date.

If any of the conditions referred to in Article 1.04 is not fulfilled at the specified date and at the Scheduled Disbursement Date (or the date expected for disbursement in case of a previous deferment), disbursement will be deferred to a date agreed between the Bank and the Borrower falling not earlier than 7 (seven) Business Days following the fulfilment of all conditions of disbursement (without prejudice to the right of the Bank to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.06B). In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of the disbursement deferred.

### **1.05B Cancellation of disbursement deferred by six (6) months**

The Bank may, by notice in writing to the Borrower, cancel a disbursement which has been deferred under Article 1.05A by more than six (6) months in aggregate. The cancelled amount shall remain available for disbursement under Article 1.02.

## **1.06 Cancellation and suspension**

### **1.06A Borrower's right to cancel**

The Borrower may at any time by notice in writing to the Bank cancel, in whole or in part and with immediate effect, the undisbursed portion of the Credit. However, the notice shall have no effect in respect of (i) a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the notice, or (ii) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.

### **1.06B Bank's right to suspend and cancel**

- (a) The Bank may, by notice in writing to the Borrower suspend and/or cancel the undisbursed portion of the Credit in whole or in part at any time and with immediate effect upon the occurrence of a Prepayment Event or an Event of Default or an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default.
- (b) The Bank may also suspend the portion of the Credit in respect of which it has not issued a Disbursement Notice with immediate effect in the case that a Market Disruption Event occurs.
- (c) Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

### **1.06C Indemnity for suspension and cancellation of a Tranche**

#### **1.06C(1) SUSPENSION**

If the Bank suspends a Notified Tranche, whether upon an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferment Indemnity calculated on the amount of disbursement suspended.

#### **1.06C(2) CANCELLATION**

If pursuant to Article 1.06A, the Borrower cancels:

- (a) a Fixed Rate Tranche which is a Notified Tranche, it shall indemnify the Bank under Article 4.02B;
- (b) a Floating Rate Tranche which is a Notified Tranche or any part of the Credit other than a Notified Tranche, no indemnity is payable.

If the Bank cancels:

- (a) a Fixed Rate Tranche which is a Notified Tranche upon an Indemnifiable Prepayment Event or pursuant to Article 1.05B, the Borrower shall pay to the Bank the Prepayment Indemnity; or
- (b) a Notified Tranche upon an Event of Default, the Borrower shall indemnify the Bank under Article 10.03.

Save in these cases, no indemnity is payable upon cancellation of a Tranche by the Bank.

The indemnity shall be calculated as if the cancelled amount had been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

### **1.07 Cancellation after expiry of the Credit**

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing between the Bank and the Borrower, the part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.02B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

### **1.08 Allocation Procedure**

#### **1.08A Allocation Requests**

Between the date of this Contract and 3 (three) months prior to the Final Availability Date, the Agent shall submit for approval of the Bank one or more allocation requests (each an “**Allocation Request**”), one for each project of the type referred to in the first Recital of this Contract for which it demands financing hereunder, indicating (i) the amount of Credit requested in respect of the project and (ii) an electronic list of allocations following a template satisfactory to the Bank evidencing the main characteristics of the SME and Priority Projects.

Each project shall be eligible for loan financing from the Bank pursuant to the applicable criteria as set out in the Side-Letter most recently notified by the Bank to the Agent. Such criteria shall be subject to revision on the basis of the parameters applied by the Bank to the type of project concerned.

If the Agent has not delivered by 3 (three) months prior to the Final Availability Date an Allocation Request, the Bank may cancel the Credit.

No Allocation Request for an Intermediary may be submitted before the lapse of 6 (six) months, following prepayment by the same Intermediary of the whole or part of a loan granted to it by the Agent on behalf of the Borrower under an Intermediary Agreement.

#### **1.08B Allocation**

Following such examination of a project as the Bank deems necessary, the Bank shall, at its discretion, either approve or decline the relevant Allocation Request and advise the Agent of its decision.

In the event of approval the Bank shall issue to the Agent a letter (hereinafter a “**Letter of Allocation**”) specifying the portion of the Credit (hereinafter an “**Allocation**”) allocated to the project in question.

#### **1.08C Re-allocation**

During the Allocation Period, if:

- (a) an Onlending Agreement approved by the Bank under the relevant Letter of Allocation will not be or will only partially be disbursed to the Final Beneficiary;
- (b) an Onlending Agreement is voluntarily prepaid, or is prepaid following a demand for prepayment by the Intermediary or the Agent, or the amount of the Onlending Agreement is reduced for other reasons;

- (c) the eligible Project costs as defined in this Contract and in the Side-Letter(s) are reduced to the extent that the funds provided by the Bank for the relevant Project exceed the eligible amount provided in this Contract and in the Side-Letters, or the Project is cancelled;
- (d) a Final Beneficiary is not in compliance with the provisions of the relevant Onlending Agreement implementing Article 6.02;
- (e) it is ascertained, after an Allocation Request had been approved by the Bank, that a mistake in the Allocation Request had impacted the Bank's assessment on the eligibility of the said Project / Final Beneficiary and, given the correct information, the allocation under the Allocation Request ought not to have been approved;
- (f) any fact or event becomes known to the Intermediary or the Agent or to the Bank, which in the judgement of the Bank may substantially prejudice or affect the conditions of execution or operation of a Project; and
- (g) the Agent has notified the Bank, and the Bank has agreed thereto, that it wishes to re-allocate part of the Credit within a reasonable timeframe agreed with the Bank;

a corresponding part of the Loan shall be promptly re-allocated by the Agent for the purposes of financing other Projects that satisfy the criteria set out in this Contract and in the Side-Letter(s). Such proposed new Allocation Request(s) shall be presented to the Bank for approval in compliance with the conditions set out in Articles 1.08A and 1.08B. The Borrower may also choose to voluntarily prepay the sum in question under Article 4.02.

#### **1.08D Re-employment of funds**

After the end of the Allocation Period, if:

- (a) an Onlending Agreement approved by the Bank under the relevant Letter of Allocation will not be or will only partially be disbursed to the Final Beneficiary;
- (b) a loan pursuant to an Onlending Agreement is voluntarily prepaid by a Final Beneficiary;
- (c) a loan pursuant to an Onlending Agreement is prepaid by a Final Beneficiary following a demand for prepayment from the Intermediary or the Agent;
- (d) a Final Beneficiary is not in compliance with the provisions of the relevant Onlending Agreement implementing Article 6.02;
- (e) a loan pursuant to an Onlending Agreement is repaid by a Final Beneficiary (at the scheduled maturity or otherwise) prior to the maturity of the Loan;
- (f) the eligible Project costs as defined in this Contract and in the Side-Letter(s) are reduced to the extent that the funds provided by the Bank for the relevant Project exceed the eligible amount provided in this Contract and in the Side-Letter(s), or the Project is cancelled;
- (g) it is ascertained, after an Allocation Request had been approved by the Bank, that a mistake in the Allocation Request had impacted the Bank's assessment on the eligibility of the said Project/Final Beneficiary and, given the correct information, the allocation under the Allocation Request ought not to have been approved;

- (h) any fact or event becomes known to the Intermediary or the Agent or to the Bank, which in the judgement of the Bank may substantially prejudice or affect the conditions of execution or operation of a Project; and
- (i) the Agent has notified the Bank, and the Bank has agreed thereto, that it wishes to re-employ part of the Credit within a reasonable timeframe agreed with the Bank.

the Agent shall promptly re-employ a corresponding part of the Loan for the purpose of financing other Project(s) that satisfy the criteria set out in this Contract and in the Side-Letter(s) but new Allocation Requests shall not be presented to the Bank for approval. The Borrower may also choose to voluntarily prepay the sum in question under Article 4.02.

In the case of any re-employment of the Loan, the allocation deadlines and procedure set out in Articles 1.08A and 1.08B shall not apply. However, the Agent shall ensure that the so re-employed amount of the Loan is disbursed to the respective Final Beneficiary within a period of 60 (sixty) days from the date of any such re-employment, failing which the Borrower shall prepay such portion of the Loan to the Bank pursuant to Article 4.02.

The Bank reserves the right to request from the Agent a list of such re-employments of funds in a form satisfactory to the Bank.

#### **1.08E Deadline for disbursement to Final Beneficiaries**

The Borrower, having received disbursement(s) under this Contract, shall ensure that the aggregate of those funds (including, without limitation, those funds re-employed pursuant to Article 1.08D above), pursuant to the terms and conditions of this Contract and the Side-Letter(s), is fully disbursed to eligible Final Beneficiaries for eligible Projects within 6 (six) months after the date of the disbursement of the relevant tranche save to the extent that the Borrower voluntarily prepays the sum in question under Article 4.02.

#### **1.08F EIB Allocation Report**

- (i) The Agent shall establish and maintain an internal reporting system for the monitoring of the Allocations (the “**EIB Allocation Report**”);
- (ii) the EIB Allocation Report shall contain the name of each Final Beneficiary, the dates and amounts of disbursements by the Intermediary to the respective Final Beneficiary as well as their interest rate (or equivalent) and duration; and
- (iii) the Agent shall provide the Bank with the EIB Allocation Report including information on all Projects to which allocations have been made under this Contract at the Bank’s request.

#### **1.09 Sums due under Article 1**

Sums due under Articles 1.05 and 1.06 shall be payable in the currency of the Tranche concerned. They shall be payable within 15 (fifteen) days of the Borrower’s receipt of the Bank’s demand or within any longer period specified in the Bank’s demand.

**ARTICLE 2****The Loan****2.01 Amount of Loan**

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.03.

**2.02 Currency of repayment, interest and other charges**

Interest, repayments and other charges payable in respect of each Tranche shall be made by the Borrower in the currency in which the Tranche is disbursed.

Any other payment shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

**2.03 Confirmation by the Bank**

Within 10 (ten) days after disbursement of each Tranche, the Bank shall send to the Agent and the Borrower the amortisation table referred to in Article 4.01, if appropriate, showing the Disbursement Date, currency, the amount disbursed, the repayment terms and the interest rate of and for that Tranche.

**ARTICLE 3****Interest****3.01 Rate of interest****3.01A Fixed Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Fixed Rate Tranche at the Fixed Rate quarterly, semi-annually or annually in arrears on the relevant Payment Dates, as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche was made.

If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

Interest shall be calculated on the basis of Article 5.01(a).

**3.01B Floating Rate Tranches**

The Borrower shall pay interest on the outstanding balance of each Floating Rate Tranche at the Floating Rate quarterly, semi-annually or annually in arrears on the relevant Payment Dates, as specified in the Disbursement Notice commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

The Bank shall notify the Floating Rate to the Borrower within 10 (ten) days following the commencement of each Floating Rate Reference Period.

If pursuant to Articles 1.05 and 1.06 disbursement of any Floating Rate Tranche takes place after the Scheduled Disbursement Date the Relevant Interbank Rate applicable to the first Floating Rate Reference Period shall apply as though the disbursement had been made on the Scheduled Disbursement Date.

Interest shall be calculated in respect of each Floating Rate Reference Period on the basis of Article 5.01(b). If the Floating Rate for any Floating Rate Reference Period is below zero, it will be set at zero.

### **3.01C Revision or Conversion of Tranches**

Where the Borrower exercises an option to revise or convert the interest rate basis of a Tranche, it shall, from the effective Interest Revision/Conversion Date (in accordance with the procedure set out in Schedule D) pay interest at a rate determined in accordance with the provisions of Schedule D.

### **3.02 Interest on overdue sums**

Without prejudice to Article 10 and by way of exception to Article 3.01, if the Borrower fails to pay any amount payable by it under the Contract on its due date, interest shall accrue (subject to mandatory provisions of the applicable laws, including Article 1154 of the Luxembourg Civil Code) on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

- (i) for overdue sums related to Floating Rate Tranches, the applicable Floating Rate plus 2% (200 basis points);
- (ii) for overdue sums related to Fixed Rate Tranches, the higher of (a) the applicable Fixed Rate plus 2% (200 basis points) or (b) the Relevant Interbank Rate plus 2% (200 basis points);
- (iii) for overdue sums other than under (i) or (ii) above, the Relevant Interbank Rate plus 2% (200 basis points)

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the Relevant Interbank Rate in relation to this Article 3.02, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date.

If the overdue sum is in a currency other than the currency of the Loan, the following rate per annum shall apply, namely the relevant interbank rate that is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

### **3.03 Market Disruption Event**

If at any time (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche and (ii) until the date falling either 30 (thirty) calendar days for Tranches to be disbursed in EUR, GBP or USD or in the case of Tranches to be disbursed in any other currency, 2 (two) Business Days prior to the Scheduled Disbursement Date, a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the following rules shall apply:



- (a) in the case of a Tranche to be disbursed in EUR, USD or GBP, the rate of interest applicable to such Notified Tranche until the Maturity Date or the Interest Revision/Conversion Date if any shall be the percentage rate per annum which is the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank. The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notification and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding Credit shall remain available for disbursement under Article 1.02B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement and the conditions thereof shall be fully binding for both parties.
- (b) In the case of a Tranche to be disbursed in a currency other than EUR, USD or GBP, the Bank shall notify to the Borrower the EUR equivalent to be disbursed on the Scheduled Disbursement Date and the relevant percentage rate as described above under paragraph (a) applicable to the Tranche until the Maturity Date or the Interest Revision/Conversion Date if any. The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notification and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.02B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement in EUR and the conditions thereof shall be fully binding for both parties.

In each case the Spread or Fixed Rate previously notified by the Bank in the Disbursement Notice shall no longer be applicable.

## **ARTICLE 4**

### **Repayment**

#### **4.01 Normal Repayment**

##### **4.01A Repayment by instalments**

- (a) The Borrower shall repay each Tranche by instalments on the Payment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.03.
- (b) Each amortisation table shall be drawn up on the basis that:
- (i) in the case of a Fixed Rate Tranche without an Interest Revision/Conversion Date, repayment shall be made annually, semi-annually or quarterly by equal instalments of principal or constant instalments of principal and interest;
  - (ii) in the case of a Fixed Rate Tranche with an Interest Revision/Conversion Date or a Floating Rate Tranche, repayment shall be made by equal annual, semi-annual or quarterly instalments of principal;

- (iii) the first repayment date of each Tranche shall be a Payment Date falling not earlier than 60 (sixty) days from the Scheduled Disbursement Date and not later than the first Payment Date immediately following (a) in case of SME Projects, the fourth (4<sup>th</sup>) anniversary, or (b) in case of Priority Projects, the 5<sup>th</sup> (fifth) anniversary, of the Scheduled Disbursement Date of the Tranche; and
- (iv) the last repayment date of each Tranche shall be a Payment Date falling not earlier than 4 (four) years and not later than (a) in case of SME Projects, 12 (twelve) years, or (b) in case of Priority Projects, 15 (fifteen) years from the Scheduled Disbursement Date.

#### 4.01B **Single instalment**

Alternatively, the Borrower may repay the Tranche in a single instalment on a Payment Date specified in the Disbursement Notice, being a date falling not less than 3 (three) years or more than (i) in case of SME Projects, 8 (eight) years, or (ii) in case of Priority Projects, 10 (ten) years, from the Scheduled Disbursement Date.

### 4.02 **Voluntary prepayment**

#### 4.02A **Prepayment option**

Subject to Articles 4.02B, 4.02C and 4.04, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least one (1) month's prior notice specifying (i) the Prepayment Amount, (ii) the Prepayment Date, (iii) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.05(c)(i) and (iv) the contract number ("FI nr 82.642") mentioned on the cover page of this Contract.

Subject to Article 4.02C the Prepayment Request shall be binding and irrevocable.

#### 4.02B **Prepayment indemnity**

##### 4.02B(1) **FIXED RATE TRANCHE**

Subject to Article 4.02B(3) below, If the Borrower prepays a Fixed Rate Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Fixed Rate Tranche which is being prepaid.

##### 4.02B(2) **FLOATING RATE TRANCHE**

Subject to Article 4.02B(3) below, the Borrower may prepay a Floating Rate Tranche without indemnity on any relevant Payment Date.

4.02B(3) Unless the Borrower has accepted in writing a Fixed Rate in respect of an Interest Revision/Conversion Proposal pursuant to Schedule D, prepayment of a Tranche on its Interest Revision/Conversion Date as notified under Article 1.02C(a)(viii), or in accordance with Schedule C1 or D, as the case may be, may be effected without indemnity.

#### 4.02C **Prepayment mechanics**

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.02B or, as the case may be,

that no indemnity is due, the method of application of the Prepayment Amount and the Acceptance Deadline.

If the Borrower accepts the Prepayment Notice no later than by the Acceptance Deadline, it shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the prepayment by the payment of accrued interest and indemnity, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.

#### **4.03 Compulsory prepayment**

##### **4.03A Prepayment Events**

##### **4.03A(1)NON-UTILISATION OF THE LOAN**

In case that the whole or part of the Loan disbursed under this contract has not been utilized in accordance with Article 6 or 1.08C or 1.08E, the Bank may request the Borrower to immediately prepay the corresponding amount of the Loan together with accrued interest.

##### **4.03A(2)PARI PASSU TO NON-EIB FINANCING**

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and:

- such prepayment is not be made out of the proceeds of a loan or other indebtedness having a term at least equal to the unexpired term of the Non-EIB Financing prepaid,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan. The proportion of the Loan that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article, "**Non-EIB Financing**" includes any loan (save for the Loan and any other direct loans from the Bank to the Borrower, credit bond or other form of financial indebtedness or any obligation for the payment or repayment of money originally granted to the Borrower for a term of more than 3 (three) years.

##### **4.03A(3)CHANGE OF LAW**

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is reasonably likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the reasonable opinion that the effects of the Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract, unless the Bank has otherwise agreed as a result of such consultations.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article "Change-of-Law Event" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which, in the reasonable opinion of the Bank results or is reasonably likely to result in a Material Adverse Change.

#### 4.03A(4) ILLEGALITY

If it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or to fund or maintain the Loan, the Bank shall promptly notify the Borrower and may immediately (i) suspend or cancel the undisbursed portion of the Credit and/or (ii) demand prepayment of the Loan together with accrued interest and all other amounts accrued or outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

#### 4.03A(5) FAILURE TO INFORM OR TRANSFER THE FINANCIAL ADVANTAGE

If the Bank determines that the Borrower, by the Agent and the relevant Intermediary Agreement, has not informed the Final Beneficiaries about the Bank support in accordance with Art. 6.02, and/or not transferred the Financial Advantage to the Final Beneficiaries in accordance with Article 6.02, it may require the Borrower to prepay the part of the Loan on which no or insufficient Financing Benefit has been transferred to the Final Beneficiaries. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

#### 4.03B **Prepayment mechanics**

Any sum demanded by the Bank pursuant to Article 4.03A, together with any interest or other amounts accrued or outstanding under this Contract, including, without limitation, any indemnity due under Article 4.03C and Article 4.04, shall be paid on the date indicated by the Bank in its notice of demand.

#### 4.03C **Prepayment indemnity**

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.02B.

#### 4.04 **General**

A repaid or prepaid amount may not be reborrowed. This Article 4 shall not prejudice Article 10.

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, the Borrower shall indemnify the Bank in such amount as the Bank shall certify is required to compensate it for receipt of funds otherwise than on a relevant Payment Date.

## **ARTICLE 5**

### **Payments**

#### 5.01 **Day count convention**

Any amount due by way of interest, indemnity or fee from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the following respective conventions:

- (a) in respect of interest and indemnities due under a Fixed Rate Tranche, a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days;
- (b) in respect of interest and indemnities due under a Floating Rate Tranche, a year of 360 (three hundred and sixty) days (but 365 (three hundred and sixty five) days (invariable) for GBP, and PLN) and the number of days elapsed; and
- (c) in respect of fees, a year of 360 (three hundred and sixty) days (but 365 (three hundred and sixty five) days (invariable) for fees due in GBP, and PLN) and the number of days elapsed.

## **5.02 Time and place of payment**

Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.

Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.

The Borrower shall indicate in each payment made hereunder the contract number ("FI nr 82.642") found on the cover page of this Contract.

A sum due from the Borrower shall be deemed paid when the Bank receives it.

Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. For the avoidance of doubt, any account in the name of the Borrower held with a duly authorized financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

## **5.03 No set off by the Borrower**

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

## **5.04 Disruption to Payment Systems**

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Contract as the Bank may deem necessary in the circumstances;

- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.04.

#### **5.05 Application of sums received**

##### (a) General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

##### (b) Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

- (i) first, in or towards payment pro rata of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (ii) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;
- (iii) thirdly, in or towards payment of any principal due but unpaid under this Contract; and
- (iv) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

##### (c) Allocation of sums related to Tranches

###### (i) In case of:

- a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity;
- a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.

(ii) Sums received by the Bank following a demand under Article 10.01 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.

(iii) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

## **ARTICLE 6**

### **Borrower and Agent undertakings and representations**

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

#### A. *SME and Priority Projects undertakings*

#### **6.01 Use of Loan**

The Agent shall ensure that the proceeds of the Loan will be exclusively used for the financing by Intermediary Banks of Projects under the Intermediary Agreements and the Onlending Agreements to be entered into.

The Borrower and the Agent shall ensure that, at the end of the Allocation Period and thereafter, the Loan shall be allocated in accordance with Recital (2).

A template of the Intermediary Agreements and the Onlending Agreements shall be submitted to the Bank for its prior approval.

#### **6.02 Other undertakings**

A. The Agent shall, by each Intermediary Agreement, oblige the relevant Intermediary:

- (a) to ensure that the all projects cost approved of each SME and Priority Project should not exceed EUR 25,000,000.00 (twenty five million euros);
- (b) to ensure that the amount of financing by the Bank may reach (i) up to 100% (one hundred per cent.) of the loan granted by the Intermediary to a single Final Beneficiary, but may not exceed the equivalent of EUR 12,500,000.00 (twelve million five hundred thousand euros) for SME and Mid-Cap Projects; and (ii) up to 50% (fifty per cent.) of total projects' costs from the Bank's funds (including indirectly through other banks) for Priority Projects;
- (c) confirm to the Bank, in a form to be agreed upon to the satisfaction of the Bank, at the end of the Allocation Period, that the additional volume of medium and long term financing of SMEs/Mid-Caps (with a term of more than 2 (two) years in eligible sectors as described in the Side-Letter(s)) signed during the Allocation Period and financed with non-EIB resources for each Intermediary, has been at least as much as the volume of the Bank's Loan allocated to SMEs/Mid-Caps. Upon request from the Bank, the Agent shall deliver additional information on this additional lending volume, as far as this information is available;
- (d) ensure that each Final Beneficiary is informed, in the manner considered most appropriate, of the origin of the funds placed at the latter's disposal under this Contract;
- (e) ensure appropriate product labelling by including a reference to the Bank in the product name or product documentation;
- (f) insert on its relevant website/website dedicated to SME medium long term financing products an information page on the Bank's activity in favour of SMEs, including eligibility criteria and a reference to the advantageous conditions of the Bank;

- (g) ensure that each Onlending Agreement with a Final Beneficiary satisfies the conditions of Article 6.02B;
- (h) comply with the Side-Letter(s);
- (i) to inform each Final Beneficiary of the support by the Bank through a letter or electronic means. Such letter or message should indicate that the respective financing has benefited from support by the Bank and show the difference in terms and conditions stemming from this support and ensure that the financial conditions applied to each Onlending Agreement reflect the advantage of the Bank's funding and that such advantage, currently amounting to (i) a minimum 50 bps (fifty basis points, but subject to amendment upon the prior written consent of the Bank), and (ii) and additional 30 bps (thirty basis points) per annum to the respective Final Beneficiary for WB JfY Projects, is clearly indicated to the Final Beneficiary by including in each Onlending Agreement the following clause:

“Participation of the European Investment Bank.

The European Investment Bank, the financing institution of the European Union established in 1958 by the Treaty of Rome, participates side-by-side with local financial institutions in the financing of investment programmes which form part of the objectives of the European Union. For as long as the present loan satisfies all eligibility criteria for financing by the European Investment Bank. <THE INTERMEDIARY> grants to the beneficiary of this loan a financial advantage reflected on the interest rate, under the terms and conditions set out in the relevant articles of the present loan agreement. Such financial advantage amounts to 50 bps (fifty basis points) – 80 bps (eighty basis points) in case of WB JfY allocations- compared to the annual interest rate that <THE INTERMEDIARY> would charge for this loan without the Bank's participation.”;

- (j) ensure that the Onlending Agreements have terms and conditions consistent with this Contract including (without limitation) Article 8.01;
  - (k) ensure that in case of non-compliance with such undertakings, each Onlending Agreement shall provide for the obligation of the Final Beneficiary to prepay the relevant Onlending Agreement at the request of the Agent;
  - (l) ensure that the Intermediaries will exercise rights under the Onlending Agreements in respect of any Final Beneficiary at the specific request of the Bank, e.g. seek evidence in relation to compliance with environmental clauses set out in Article 6.02B(e) at the request of the Bank, and to transmit to the Bank forthwith any material information received in relation to such request.
- B. The Agent shall, by each Intermediary Agreement, oblige the relevant Intermediary to undertake that under the relevant Onlending Agreements each Final Beneficiary:
- (a) to use the sums received from the Borrower solely for the implementation of the SME and Priority Project concerned;



- (b) to maintain, repair, overhaul and renew all property forming part of the SME and Priority Project as required to keep it in good working order;
- (c) whenever it is bound to comply with public procurement rules of the relevant jurisdiction, undertakes to purchase equipment, secure services and order works for the SME and Priority Project by acceptable procurement procedure complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement;
- (d) to insure all works and property forming part of the SME and Priority Project with insurance companies in accordance with the most comprehensive relevant industry practice in the Republic of Serbia;
- (e) (i) to implement and operate the SME and Priority Project in compliance with Environmental Law; (ii) to obtain and maintain requisite Environmental or Social Approvals for the SME and Priority Project; and (iii) to comply with any such Environmental or Social Approvals;
- (f) to maintain in force all Authorisations necessary for the execution and operation of the SME and Priority Project;
- (g) unless the Bank shall have given its prior consent in writing (through the Agent), to retain title to and possession of all or substantially all the assets comprising the SME and Priority Project or, as appropriate, replace and renew such assets and maintain the SME and Priority Project in substantially continuous operation in accordance with its original purpose; provided that the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the SME and Priority Project ineligible for financing by the Bank under its Statute or under Article 309 of the Treaty on the Functioning of the European Union;
- (h) to keep books and records of all financial transactions and expenditures in connection with the SME and Priority Project;
- (i) to represent to the Intermediary, to the best of its knowledge, no funds invested in the SME and Priority Project by such Final Beneficiary are of illicit origin, including products of money laundering or linked to the financing of terrorism, as well as to promptly inform the Agent (through the Intermediary) if at any time it becomes aware of the illicit origin of any such funds;
- (j) to promptly inform the Agent (through the Intermediary) of a genuine allegation, complaint or information with regard to Criminal Offences related to the SME and Priority Project;
- (k) to request any disbursements from, and make any payments under the Onlending Agreement to a bank account in the name of such Final Beneficiary held with a duly authorised financial institution in the jurisdiction where such Final Beneficiary is incorporated or has its place of residence or where the relevant SME and Priority Project is undertaken by such Final Beneficiary;

- (l) (i) to take, within a reasonable timeframe, appropriate measures in respect of any member of its management bodies who have been convicted by a final and irrevocable court ruling of a Criminal Offence perpetrated in the course of the exercise of his/her professional duties, in order to ensure that such Final Beneficiary (and/or any member of its management bodies) is excluded from any activity in relation to any funds made available under the relevant Onlending Agreement or in relation to the relevant SME and Priority Project; and (ii) to promptly inform the Agent (through the Intermediary) of any measure taken by such Final Beneficiary pursuant to Article 6.02B(l)(i), above;
- (m) to allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law:
  - (i) to visit the sites, installations and works comprising the SME and Priority Project;
  - (ii) to interview representatives of the Final Beneficiary, and not obstruct contacts with any other person involved in or affected by the SME and Priority Project;
  - (iii) to review the Final Beneficiary's books and records in relation to the execution of the SME and Priority Project and to be able to take copies of related documents to the extent permitted by the law;
- (n) to provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article;
- (o) to execute and operate the SME and Priority Project in accordance with the principles of EU law directly applicable to the Final Beneficiary and the SME and Priority Project.
- (p) do not engage in (and shall not authorise or permit any affiliate or any other Person acting on its behalf to engage in) any Prohibited Conduct in connection with the SME and Priority Project, any tendering procedure for the SME and Priority Project, or any transaction contemplated by the Contract;
- (q) take such action as the Intermediary, Agent or the Bank shall be reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the SME and Priority Project;
- (r) ensure that contracts financed by this Loan include the necessary provisions to enable the Intermediary to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the SME and Priority Project;
- (s) that it shall not (i) enter into a business relationship with any Sanctioned Person, or (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person;
- (t) take within a reasonable timeframe appropriate measures in respect of any member of its management bodies who:
  - (i) becomes a Sanctioned Person or

(ii) is the subject of a final and irrevocable court ruling in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties,

in order to ensure that such member is suspended, dismissed or in any case excluded from any Intermediary's activity in relation to the Loan and to the SME and Priority Project;

(u) warrants and undertakes that neither such Final Beneficiary, its officers and directors nor any other person acting on its or their behalf or under its or their control has committed nor will commit (i) any Prohibited Conduct in connection with a SME and Priority Project or any transaction contemplated by the Contract; or (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;

(v) declares that, to the best of its knowledge and belief, and after making due enquiry, no fund invested in the SME and Priority Project or its share capital is of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism;

(w) undertakes:

(i) to implement and operate the SME and Priority Project in conformity with Environmental and Social Standards; and

(ii) to obtain, maintain and comply with requisite Environmental or Social Approvals for the SME and Priority Project;

and, for this purpose the Agent undertakes to seek such evidence (through the Intermediary) at the request of the Bank and to transmit to the Bank forthwith any material information received in response to such request;

The Agent shall ensure (by each Intermediary Agreement) that in each Onlending Agreement the Final Beneficiary shall acknowledge that the Bank may be obliged to communicate information relating to the Final Beneficiary and/or any SME and Priority Project to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law.

In case of non-compliance with such undertakings, the Borrower shall have the right to demand early repayment of the Onlending Agreement.

The Borrower and the Agent shall use its rights under the Intermediary Agreement and/or Onlending Agreements also in the interest of the Bank.

C. The Borrower shall set up a steering committee involving the Agent, the Ministry of Finance, the Ministry of Economy and other relevant government bodies to guarantee an ex-post monitoring of the Project, ensuring that the Project is implemented in coordination with complementary policy measures.

*B. General undertakings*

### **6.03 Compliance with laws**

The Borrower and the Agent shall comply in all respects with all laws and regulations to which it is subject.

### **6.04 General Representations and Warranties**

The Borrower and the Agent represent and warrant to the Bank that:

- (a) the Agent is the central bank of Republic of Serbia and it has power to carry on its business as it is now being conducted;
- (b) they have the power to execute, deliver and perform their obligations under this Contract and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same by them;
- (c) this Contract constitutes their legally valid, binding and enforceable obligations;
- (d) the execution and delivery of, the performance of their obligations under and compliance with the provisions of this Contract do not and will not:
  - (i) contravene or conflict with any applicable law, statute, rule or regulation, or any judgement, decree or permit to which they are subject;
  - (ii) contravene or conflict with any agreement or other instrument binding upon them which might reasonably be expected to have a material adverse effect on their ability to perform their obligations under this Contract;
  - (iii) contravene or conflict with any provision of the Law on the National Bank of Serbia (RS Official Gazette Nos. 72/2003, 55/2004, 85/2005, 44/2010, 76/2012, 106/2012, 14/2015 and 40/2015);
- (e) the latest available consolidated audited accounts of the Agent have been prepared on a basis consistent with previous years and have been approved by its auditors as representing a true and fair view of the results of its operations for that year and accurately disclose or reserve against all the liabilities (actual or contingent) of the Agent;
- (f) there has been no Material Adverse Change since the date of the EIB Decision;
- (g) no event or circumstance which constitutes an Event of Default has occurred and is continuing unremedied or unwaived;
- (h) no litigation, arbitration, administrative proceedings or investigation is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;
- (i) to the best of their knowledge, no funds invested in any SME and Priority Project by any Final Beneficiary are of illicit origin, including products of money laundering or linked to the financing of terrorism. To the extent permitted by law, the Borrower and/or the Agent shall promptly inform the Bank if at any time it becomes aware of the illicit origin of any such funds;
- (j) neither the Borrower and/or the Agent, their officers and directors nor any other person acting on its or their behalf or under its or their control has committed nor will commit (i) any Prohibited Conduct in connection with the SME and Priority Project or any transaction contemplated by the Contract; or (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;

- (k) the SME and Priority Project (including without limitation, the negotiation, award and performance of contracts financed or to be financed by the Loan) has not involved or given rise to any Prohibited Conduct;
- (l) to the best of their knowledge, no funds invested in the SME and Priority Project by the Agent are of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism; and
- (m) to the best of their knowledge and belief (having made due and careful enquiry) no Environmental or Social Claim has been commenced or is threatened against it.

The Borrower further represents and warrants that its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments entered into by the Borrower or on its behalf, except for obligations mandatorily preferred by law applying to companies generally.

The representations and warranties set out above shall survive the execution of this Contract and are, except paragraph (f) above, deemed repeated on each Scheduled Disbursement Date and each Payment Date.

## **6.05 Integrity**

### **(a) Prohibited Conduct**

- (i) The Borrower and/or the Agent shall not engage in (and shall not authorise or permit any Affiliate or any other Person acting on its behalf to engage in) any Prohibited Conduct in connection with the SME and Priority Project, any tendering procedure for the SME and Priority Project, or any transaction contemplated by the Contract;
- (ii) The Borrower and/or the Agent undertake to take such action as the Bank shall reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the SME and Priority Project;
- (iii) The Borrower and/or the Agent undertake to ensure that contracts financed by this Loan include the necessary provisions to enable the Borrower to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the SME and Priority Project.

### **(b) Sanctions**

The Borrower and/or the Agent shall not (i) enter into a business relationship with any Sanctioned Person, or (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person.

For the avoidance of doubt, such paragraph shall not apply if items (i) and (ii) above are not prohibited pursuant to the Sanctions Lists.

### **(c) Management**

The Borrower and the Agent shall undertake to take within a reasonable timeframe appropriate measures in respect of any member of its management bodies who:

- (i) becomes a Sanctioned Person or;

- (ii) is the subject of a final and irrevocable court ruling in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties

in order to ensure that such member is suspended, dismissed or in any case excluded from any Borrower's activity in relation to the Loan and to the SME and Priority Project.

#### **6.06 Legitimacy of the funds used for the SME Projects**

The Agent warrants that it applies the Recommendations of the OECD Financial Action Task Force.

The Agent shall ensure that the Intermediaries comply with the duties of banks envisaged by the Recommendations of the OECD Financial Action Task Force.

### **ARTICLE 7**

#### **Security**

The undertakings in this Article 7 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

#### **7.01 Pari Passu**

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than pari passu in right of payment with all other present and future unsecured and unsubordinated obligations under any of its External Debt Instruments except for obligations mandatorily preferred by law applying to companies generally.

In particular, if the Bank makes a demand under Article 10.01 or if an event or potential event of default under any unsecured and unsubordinated External Debt Instrument of the Borrower has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such External Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such External Debt Instrument bears to the total debt outstanding under that Instrument. For this purpose, any payment of an External Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the External Debt Instrument have subscribed, shall be disregarded.

In this Contract, "**External Debt Instrument**" means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is: (i) governed by a system of law other than the law of the Borrower; or (ii) payable in a currency other than the currency of the Borrower's country; or (iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

**7.02 Security**

Should the Borrower grant to a third party any security for the performance of any External Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

**7.03 Clauses by inclusion**

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause or a covenant or other provision regarding its financial ratios or, if applicable, that is stricter than any equivalent provision of this Contract, the Borrower shall so inform the Bank and shall, at the request of the Bank, execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

**ARTICLE 8****Information****8.01 Information concerning SME and Priority Projects and Final Beneficiaries**

The Agent shall:

- (a) annually provide the Bank and the Borrower with information on the total amount outstanding under the Onlending Agreements or a breakdown thereof;
- (b) inform the Bank and the Borrower of the use made by it of the amounts received from Final Beneficiaries by way of voluntary or compulsory early repayment of loans made under Onlending Agreements and of the use made by it of such amounts;
- (c) without undue delay inform the Bank and the Borrower of any notice of termination of any Intermediary Agreement served by the Agent to any Intermediary or of any Onlending Agreement served by an Intermediary to any Final Beneficiary;
- (d) generally inform the Bank and the Borrower of any fact or event known to it which, according to the Agent's reasonable opinion, might materially prejudice or affect the conditions of execution or operation of any SME and Priority Project or the general condition of any Final Beneficiary;
- (e) deliver to the Bank all documents and information that may be reasonably requested by the Bank concerning the financing, implementation and operation of each SME and Priority Project and the activities and financial condition of each Final Beneficiary;
- (f) deliver to the Bank, upon its request, a copy of any Intermediary Agreement or Onlending Agreement and of any addendum or amendment thereto, together with English translations thereof;
- (g) as soon as it becomes aware thereof with respect to a Onlending Agreement, or as soon as it is informed thereof by the Final Beneficiary under the terms of the Onlending Agreements, promptly inform the Bank of a genuine allegation, complaint or information with regard to Criminal Offences related to any funds made available under the Onlending Agreement or any SME and Priority Project;

- (h) as soon as it becomes aware thereof, or as soon as it is informed thereof by the Final Beneficiary under the terms of the Onlending Agreements, promptly inform the Bank if at any time it becomes aware of the illicit origin, including products of money laundering or linked to the financing of terrorism with respect to a Onlending Agreement or a SME and Priority Project;
- (i) as soon as it becomes aware thereof, or as soon as it is informed thereof by the Final Beneficiary under the terms of the Onlending Agreements, promptly inform the Bank of any measure taken by the Final Beneficiary pursuant to Article 6.02B (q);
- (j) inform the Bank of a genuine allegation or complaint with regard to any Prohibited Conduct related to a SME and Priority Project;
- (k) inform the Bank should it become aware of any fact or information confirming or reasonably suggesting that (i) any Prohibited Conduct has occurred in connection with a SME and Priority Project, or (ii) any of the funds;
- (l) inform the Bank if it becomes aware of the illicit origin of funds invested in or in the SME and Priority Project;
- (m) inform the Bank of any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against it;
- (m) inform the Bank of any non-compliance by a Final Beneficiary with any Environmental and Social Standard; and
- (o) inform the Bank of any suspension, revocation or modification of any Environmental or Social Approval.

## **8.02 Information concerning Borrower and the Agent**

- A. The Borrower shall inform the Bank immediately of any intention on its part to create any security interest over any of its assets in favour of a third party.
- B. The Agent shall:
  - (a) deliver to the Bank each year, within one (1) month after their publication, copy of its annual report, balance sheet, profit and loss account and auditor's report; the Agent shall furnish such additional information as the Bank may require as to its general financial situation;
  - (b) inform the Bank immediately of any alteration to the Law on the National Bank of Serbia (RS Official Gazette Nos. 72/2003, 55/2004, 85/2005, 44/2010, 76/2012, 106/2012, 14/2015 and 40/2015) or other basic documents.
- C. The Borrower and the Agent shall immediately inform the Bank of:
  - (a) any fact which obliges them to prepay any financial indebtedness or any European Union funding;
  - (b) any event or decision that constitutes or may result in the a Prepayment Event;



- (c) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower or the Agent under this Contract;
- (d) any Event of Default having occurred or being threatened or anticipated;
- (e) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending which might, if adversely determined result in a Material Adverse Change; and
- (f) generally inform the Bank promptly of any fact or event, which might prevent the fulfilment of any obligation of the Borrower and the Agent under this Contract.

### **8.03 Investigations and information**

The Borrower and the Agent undertake:

- (a) any investigations concerning the integrity of the members of the Borrower's or Agent's managing board or other administrative body or managers;
- (b) to the extent permitted by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the Borrower, the Agent or members of the Borrower's or Agent's management bodies in connection with Criminal Offences related to the Loan;
- (c) to take such action as the Bank shall reasonably request to investigate and/or terminate any alleged or suspected act of the nature described in Article 6.05;
- (d) to inform the Bank of the measures taken to seek damages from the persons responsible for any loss resulting from any such act; and
- (e) to facilitate any investigation that the Bank may make concerning any such act.

### **8.04 Visits by the Bank**

The Borrower and the Agent shall allow persons designated by the Bank, as well as persons designated by other institutions or bodies of the European Union when so required by the relevant mandatory provisions of European Union law,

- (a) to interview representatives of the Borrower and the Agent and not obstruct contacts with any other person involved in or affected by the Loan; and
- (b) to review the Borrower's and Agent's books and records in relation to the Loan and to be able to take copies of related documents to the extent permitted by the law.

The Borrower and the Agent shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Borrower and the Agent shall facilitate investigations by the Bank and by other competent European Union institutions or bodies in connection with any alleged or suspected occurrence of a Prohibited Conduct and shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.

The Borrower and the Agent acknowledge that the Bank may be obliged to communicate such information in relation to this Contract and relating to the Borrower, the Agent and any Project to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of European Union law.

## **ARTICLE 9**

### **Charges and expenses**

#### **9.01 Taxes, duties and fees**

The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever; provided that, if the Borrower is obliged to make any such deduction, it will gross up the payment to the Bank so that after deduction, the net amount received by the Bank is equivalent to the sum due.

#### **9.02 Other charges**

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management and realisation of any security for the Loan.

#### **9.03 Increased costs, indemnity and set-off**

- (a) If (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated, the Borrower shall pay to the Bank any sums or expenses incurred or suffered by the Bank.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any payment or partial discharge that takes place in a manner other than as expressly set out in this Contract.
- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either

obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

## **ARTICLE 10**

### **Events of Default**

#### **10.01 Right to demand repayment**

The Borrower shall repay all or part of the Loan (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

##### **10.01A Immediate demand**

The Bank may make such demand immediately:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable unless (i) its failure to pay is caused by an administrative or technical error or a Disruption Event and (ii) payment is made within 3 (three) Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or the Agent or any representation, warranty or statement made or deemed to be made by the Borrower in or pursuant to this Contract or in connection with the negotiation or performance of this Contract is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default of the Borrower or the Agent in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan:
  - (i) the Borrower or the Agent is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation; or
  - (ii) any financial commitment for such other loan or obligation is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;
- (e) if any action, or step is taken in relation to the, dissolution of the Agent or it ceases or resolves to cease to carry on the whole or any substantial part of its business or activities;
- (f) if an encumbrancer takes possession of, or a receiver, liquidator, administrator, administrative receiver or similar officer is appointed, whether by a court of competent jurisdiction or by any competent administrative authority, of or over, any assets of the Borrower or the Agent;
- (g) if the Borrower defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;

- (h) if the Borrower defaults in the performance of any obligation in respect of any other loan made to it from the resources of the Bank or the European Union;
- (i) if a Material Adverse Change occurs as compared with the Borrower's or the Agent conditions at the date of this Contract; or
- (j) if it is or becomes unlawful for the Borrower or the Agent to perform any of its obligations under this Contract or this Contracts not effective in accordance with its terms or is alleged by the Borrower or the Agent to be ineffective in accordance with its terms.

#### **10.01B Demand after notice to remedy**

The Bank may also make such demand:

- (a) if the Borrower or the Agent fails to comply with any obligation under this Contract not being an obligation mentioned in Article 10.01A; or
- (b) if the Borrower or the Agent fails to comply with any obligation under a Side-Letter not being an obligation mentioned in Article 10.01A; or
- (c) if any fact stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of any of the SME and Priority Projects,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower or the Agent.

#### **10.02 Other rights at law**

Article 10.01 shall not restrict any other right of the Bank at law to require prepayment of the Loan.

#### **10.03 Indemnity**

##### **10.03A Fixed Rate Tranches**

In case of demand under Article 10.01 in respect of any Fixed Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with the Prepayment Indemnity on any amount of principal due to be prepaid. Such Prepayment Indemnity shall accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified.

##### **10.03B Floating Rate Tranches**

In case of demand under Article 10.01 in respect of any Floating Rate Tranche, the Borrower shall pay to the Bank the amount demanded together with a sum equal to the present value of 0.15% (fifteen basis points) per annum calculated and accruing on the amount of principal due to be prepaid

in the same manner as interest would have been calculated and would have accrued, if that amount had remained outstanding according to the original amortisation schedule of the Tranche, until the Interest Revision/Conversion Date, if any, or Maturity Date.

The value shall be calculated at a discount rate equal to the Redeployment Rate applied as of each relevant Payment Date.

##### **10.03C General**

Amounts due by the Borrower pursuant to this Article 10.03 shall be payable on the date of prepayment specified in the Bank's demand.

**10.04 Non-Waiver**

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.

**ARTICLE 11**

**Law and jurisdiction**

**11.01 Governing Law**

This Contract shall be governed by the laws of the Grand Duchy of Luxembourg.

**11.02 Jurisdiction**

The parties hereby submit to the jurisdiction of the Court of Justice of the European Communities.

**11.03 Place of performance**

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract shall be the seat of the Bank.

**11.04 Evidence of sums due**

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be prima facie evidence of such amount or rate.

**11.05 Amendments**

Any amendment to this Contract shall be made in writing and shall be signed by the parties hereto.

**ARTICLE 12**

**Final clauses**

**12.01 Notices to either party**

Notices and other communications given under this Contract addressed to either party to this Contract shall be made to the address or facsimile number as set out below, or to such other address or facsimile number as a party previously notifies to the other in writing:

For the Borrower	Ministry of Finance Kneza Milosa 20 11000 Belgrade Republic of Serbia Fac-simile: + 381 11 3618961
For the Bank	Attention: OPS/MA/3-PUB SEC (SI,HR,WBs) 100 boulevard Konrad Adenauer L-2950 Luxembourg Fac-simile: +352 437967487
For the Agent	National Bank of Serbia Kralja Petra 12 11000 Belgrade Republic of Serbia Fac-simile: +381 11 3027394

## **12.02 Form of notice**

Any notice or other communication given under this Contract must be in writing.

Notices and other communications, for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or facsimile. The date of delivery, registration or, as the case may be, the stated date of receipt of transmission shall be conclusive for the determination of a period.

Other notices and communications may be made by hand delivery, registered letter or facsimile or, to the extent agreed by the parties by written agreement, by email or other electronic communication.

Without affecting the validity of any notice delivered by facsimile according to the paragraphs above, a copy of each notice delivered by facsimile shall also be sent by letter to the relevant party on the next following Business Day at the latest.

Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

## **12.03 Changes to parties**

Neither the Borrower nor the Agent may assign or transfer any of its rights or obligations under this Contract without the prior written consent of the Bank.

The Bank may assign all or part of its rights and benefits or transfer (by way of novation, sub-participation or otherwise) all or part of its rights, benefits and obligations under this Contract with the prior written consent of the Borrower, not to be unreasonably delayed.

Notwithstanding the foregoing, the Bank may assign all or part of its rights and benefits or transfer (by way of novation, sub-participation or otherwise) all or part of its rights, benefits and obligations under this Contract to the European Central Bank or to other EU institutions, upon prior written notice by the Bank to the Borrower.

**12.04 Entry into force**

This Contract shall enter into force upon confirmation by the Bank to the Borrower that it has received a certified copy of the Official Gazette of the Republic of Serbia publishing the law on ratification of this Contract by the Parliament of the Republic of Serbia.

**12.05 Recitals and Schedules**

The Recitals and following Schedules form part of this Contract:

Schedule A	Form of Allocation Request
Schedule B	Definition of EURIBOR and LIBOR
Schedule C1	Form of Disbursement Request
Schedule C2	Form of Certificate from the Borrower
Schedule D	Interest Rate Revision and Conversion

**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be executed in 6 (six) originals in the English language and have initialled each page of this Contract on their behalf.

Belgrade, 13 June 2016

Signed for and on behalf of  
REPUBLIC OF SERBIA

Signed for and on behalf of  
EUROPEAN INVESTMENT BANK

The Ministry of Finance

The Vice-President

Mr Dušan VUJOVIĆ

Mr Dario SCANNAPIECO

Signed for and on behalf of  
NATIONAL BANK OF SERBIA

The Governor

Ms Jorgovanka TABAKOVIĆ



**Allocation Request**

<b>Participating Financial Institution</b>				
Name: _____				
Country: _____				
EIB Loan N°: _____				
<b>Final Beneficiary</b>				
Name: _____				
Main Activity: _____				
SME / MID-CAP	Financial Data (EUR equiv.)		Ownership	Location
	Net Fixed Assets:	Type:	City:	
Employees:	Annual Turnover:	Public:	Region:	
NACE Code:	Data from Year:		Country:	
	Currency:		Postal C. :	
<b>Sub-Project</b>				
Brief Description: _____			Purpose: _____	
Cost	Implementation	Expected Job Creation	Location	
Amount	From:	Jobs:	City:	
Currency:	To:		Region:	
			Country:	
			Postal C. :	
<u>Only for Energy and Environmental Sub-projects</u>				
Authorising/Licencing Authority: _____			Environmental/Energy Saving: _____	
<b>Sub-Financing</b>				
Product:	Amount (EUR equiv.)	Currency	Term:	months
<b>Pricing</b>				
Fees (%):	Interest	Date:		
	Option: Fixed	Reduction on Interest Rate (in bps):		
	Rate (p.a):			
<b>Allocation of Credit Requested</b>		<b>Environmental Impact Assessment required by national law:</b>		
Amount: _____		Yes/No: _____		
<b>We confirm:</b>				
<p>1. A financial advantage of a minimum of 50 bps has been passed on to the Final Beneficiary thanks to financing from EIB.</p> <p>2. EIB funds may reach up to 100% of the Sub-Financing granted by the borrower to the Final Beneficiary, but may not exceed the equivalent of EUR 12,500,000 (twelve million five hundred thousand euros).</p> <p>3. EIB funds and other EU funds do not exceed 100% of the total project cost.</p> <p>4. The Final Beneficiary is not a defendant in any legal proceedings brought by the European Commission.</p> <p>5. The Final Beneficiary does not conduct business in activities such as gambling, housing not integrated into urban renewal and/or urban regeneration schemes, the manufacture, supply or trade in arms, or in any other EIB excluded sectors.</p> <p>6. The Final Beneficiary will maintain, overhaul and renew all property forming part of the Sub-project as required to keep it in good working order.</p> <p>7. The Final Beneficiary undertakes to implement and operate the investments in conformity with applicable national law on environment.</p> <p>8. Whenever it is bound to comply with national public procurement rules or as described in the EIB Guide to Procurement, the Final Beneficiary undertakes to purchase equipment, secure services and order works for the investments by open international tender or other procurement procedure acceptable to EIB. The EIB Guide to Procurement can be consulted under <a href="http://www.eib.org/attachments/thematic/procurement_en.pdf">http://www.eib.org/attachments/thematic/procurement_en.pdf</a></p>				
<b>Authorised Signatures</b>			<b>Date:</b> _____	
Participating Financial Institution			Final Beneficiary	

**DEFINITIONS OF EURIBOR AND LIBOR**

## A. EURIBOR

“**EURIBOR**” means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the “**Representative Period**”).

For the purposes of paragraphs (b) and (c) above, “available” means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), under the sponsorship of EMMI EURIBOR ACI, or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank.

“**Screen Rate**” means the rate of interest for deposits in EUR for the relevant period as published at 11h00, Brussels time, or at a later time acceptable to the Bank on the day (the “**Reset Date**”) which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal euro-zone offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them as at approximately 11h00, Brussels time, on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations.

If fewer than 2 (two) quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11h00, Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European Banks for a period equal to the Representative Period.

If no rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

## B. LIBOR USD

“**LIBOR**” means, in respect of USD:

- (a) in respect of a relevant period of less than one month, the Screen Rate for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the “**Representative Period**”).

For the purposes of paragraphs (b) and (c) above, “available” means “calculated and published” under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) for given maturities.

“**Screen Rate**” means the rate of interest for deposits in USD for the relevant period as set by the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) and released by financial news providers at 11h00, London time, or at a later time acceptable to the Bank on the day (the “**Reset Date**”) which falls 2 (two) London Business Days prior to the first day of the relevant period.

If such Screen Rate is not so released by any financial news provider acceptable to the Bank, the Bank shall request the principal London offices of 4 (four) major banks in the London interbank market selected by the Bank to quote the rate at which USD deposits in a comparable amount are offered by each of them at approximately 11h00, London time, on the Reset Date, to prime banks in the London interbank market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided.

If fewer than 2 (two) quotations are provided as requested, the Bank shall request the principal New York City offices of 4 (four) major banks in the New York City interbank market, selected by the Bank, to quote the rate at which USD deposits in a comparable amount are offered by each of them at approximately 11h00, New York City time, on the day falling 2 (two) New York Business Days after the Reset Date, to prime banks in the European market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided.

If no rate is available as provided above, LIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

#### C. LIBOR GBP

“**LIBOR**” means, in respect of GBP:

- (a) in respect of a relevant period of less than one month, the Screen Rate for a term of one month;
- (b) in respect of a relevant period or of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and

- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the Screen Rate is taken or from which the Screen Rates are interpolated being the “**Representative Period**”)

For the purposes of paragraphs (b) and (c) above, “available” means “calculated and published” under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) for given maturities.

“**Screen Rate**” means the rate of interest for deposits in GBP for the relevant period as set by the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) and released by financial news providers at 11h00, London time, or at a later time acceptable to the Bank on the day (the “**Reset Date**”) on which the relevant period starts or, if that day is not a Business Day in London, on the next following day which is such a Business Day.

If such Screen Rate is not so released by any financial news provider acceptable to the Bank, the Bank shall request the principal London offices of 4 (four) major banks in the London interbank market, selected by the Bank, to quote the rate at which GBP deposits in a comparable amount are offered by each of them at approximately 11h00, London time, on the Reset Date, to prime banks in the London interbank market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided.

If fewer than 2 (two) quotations are provided as requested, the rate will be the arithmetic mean of the rates quoted at approximately 11h00, London time, on the Reset Date by major banks in London (selected by the Bank) for loans in GBP in a comparable amount to leading European banks for a period equal to the Representative Period.

If no rate is available as provided above, LIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

#### D. General

For the purposes of the foregoing definitions:

- (a) “**London Business Day**” means a day on which banks are open for normal business in London and “**New York Business Day**” means a day on which banks are open for normal business in New York.
- (b) All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with halves being rounded up.
- (c) The Bank shall inform the Borrower without delay of the quotations received by the Bank.

- (d) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI and EURIBOR ACI (or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank) in respect of EURIBOR, or of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) in respect of LIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

**Schedule C1**

**FORM OF DISBURSEMENT REQUEST (ARTICLE 1.02B)**

**C.1 Form for the Borrower Disbursement Request**

Date:

Please proceed with the following disbursement:

Loan Name (\*):   
 Signature Date (\*):  Contract FI number:

Currency & amount requested	
Currency	Amount

**Proposed disbursement date:**

<b>INTEREST</b>	<b>Int. rate basis (Art. 3.01)</b>	<input type="text"/>	<b>Reserved for the Bank</b> (contract currency)	<b>Total Credit Amount:</b>	<input type="text" value="&lt;/&gt;"/>
	<b>Rate (% or Spread)<sup>4</sup></b>	<input type="text"/>		<b>Disbursed to date:</b>	<input type="text"/>
	<b>Frequency (Art. 3.01)</b>	Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/>		<b>Balance <u>for</u> disbursement:</b>	<input type="text"/>
	<b>Payment Dates (Art. 5)</b>	<input type="text"/>		<b>Current disbursement:</b>	<input type="text"/>
	<b>Interest Revision/Conversion date (if any)</b>	<input type="text"/>		<b>Balance <u>after</u> disbursement:</b>	<input type="text"/>
<b>CAPITAL</b>	<b>Repayment frequency</b>	Annual <input type="checkbox"/> Semi-annual <input type="checkbox"/> Quarterly <input type="checkbox"/>	<b>Disbursement deadline:</b>	<input type="text"/>	
	<b>Repayment methodology (Art. 4.01)</b>	Equal instalments <input type="checkbox"/> Constant annuities <input type="checkbox"/> Single instalment <input type="checkbox"/>	<b>Max. number of disbursements:</b>	<input type="text" value="&lt;/&gt;"/>	
	<b>First repayment date</b>	<input type="text"/>	<b>Minimum Tranche size:</b>	<input type="text" value="&lt;/&gt;"/>	
	<b>Maturity Date:</b>	<input type="text"/>	<b>Total allocations to date:</b>	<input type="text"/>	
			<b>Conditions precedent:</b>	Yes / No	

4. If the Agent on behalf of the Borrower does not specify an interest rate or Spread here, the Agent and the Borrower will be deemed to have agreed to the interest rate or Spread subsequently provided by the Bank in the Disbursement Notice, in accordance with Article 1.02C(c).

**Borrower's** account to be credited:

Acc. N°:

.....

**(please, provide IBAN format in case of disbursements in EUR, or appropriate format for the relevant currency)**

Bank name, address: .....

Please transmit information relevant to:

Borrower's authorised name(s), titles signature(s):

FAX number:

**FORM OF CERTIFICATE FROM THE BORROWER AND THE AGENT**

To: European Investment Bank

From: [Borrower and the Agent]

<Date>

**Subject: APEX LOAN FOR SMES AND OTHER PRIORITIES III B**

Finance Contract between the European Investment Bank and the Republic of Serbia and the National Bank of Serbia dated 13 June 2016 (the "**Finance Contract**") FI number 82.642; Serapis number 2013-0072

---

Dear Sirs,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.04 of the Finance Contract we hereby certify to you as follows:

- (i) no security of the type prohibited under Article 7.02 has been created or is in existence;
- (ii) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default or a Prepayment Event has occurred and is continuing unremedied or unwaived;
- (iii) no litigation, arbitration, administrative or regulatory proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (iv) the representations and warranties to be made or repeated by the Borrower and the Agent under Article 6.04 are true in all material respects; and
- (v) no Material Adverse Change has occurred.

Yours faithfully,

For and on behalf of [Borrower and the Agent]

Date:



**Interest Rate Revision and Conversion**

If an Interest Revision/Conversion Date has been included in the Disbursement Notice for a Tranche, the following provisions shall apply.

**A. Mechanics of Interest Revision/Conversion**

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

- (a) the Fixed Rate and/or Spread that would apply to the Tranche, or the part thereof indicated in the Interest Revision/Conversion Request pursuant to Article 3.01; and
- (b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually in arrears on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein.

Any amendment to the Contract requested by the Bank in this connection shall be effected by an agreement to be concluded not later than 15 (fifteen) days prior to the relevant Interest Revision/Conversion Date.

**B. Effects of Interest Revision/Conversion**

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of the Contract and Disbursement Notice shall apply to the entire Tranche. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new interest rate or Spread shall apply to the Tranche (or part thereof) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

**C. Non-fulfilment of Interest Revision/Conversion**

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the parties fail to effect an amendment requested by the Bank pursuant to Paragraph A above, the Borrower shall repay the Tranche (or part thereof) on the Interest Revision/Conversion Date, without indemnity. The Borrower will repay on the Interest Revision/Conversion Date any part of a Tranche which is unaffected by the Interest Revision/Conversion.

Apeks zajam za mala i srednja preduzeća i druge  
prioritete III/B

Finansijski ugovor

između

Republike Srbije

i

Evropske investicione banke

i

Narodne banke Srbije

Beograd, 13. jun 2016. godine

OVAJ UGOVOR JE ZAKLJUČEN IZMEĐU:

Republike Srbije, koju u ime Vlade, kao zastupnika Republike Srbije, predstavlja dr Dušan Vujović, ministar finansija,

u daljem tekstu: **Zajmoprimac**

s jedne strane,

Evropske investicione banke, sa sedištem na adresi 100 boulevard Konrad Adenauer, Luksemburg, L-2950 Luksemburg, koju zastupa potpredsednik, gospodin Dario Scannapieco,

u daljem

tekstu: **Banka**

s druge strane, i

Narodne banke Srbije, sa sedištem u Beogradu, u svojstvu agenta Zajmoprimca, koju zastupa guverner, gospođa Jorgovanka Tabaković

u daljem tekstu: **Agent**

s treće strane.

## S OBZIROM NA TO DA:

- 1) je Zajmoprimac zatražio od Banke da u njegovu korist odobri kredit u ukupnom iznosu jednakom 500.000.000 EUR (pet stotina miliona evra) (u daljem tekstu: **odobreni kredit**) koji će se u Republici Srbiji koristiti za finansiranje (i) malih i srednjih projekata (u daljem tekstu: **projekti MSP i preduzeća srednje tržišne kapitalizacije**, uključujući i Projekat poslovi za mlade Zapadnog Balkana kao što je niže navedeno) koje realizuju mala i srednja preduzeća (u daljem tekstu: **MSP**) i preduzeća srednje tržišne kapitalizacije („**Mid-Caps**”), i (ii) prioritetnih investicija ograničenog obima koje promovišu krajnji korisnici bilo koje veličine u oblasti ekonomije znanja, energetike, zaštite životne sredine, zdravstva i prosvete (u daljem tekstu: **prioritetni projekat**; zajedno s projektima MSP i preduzeća srednje tržišne kapitalizacije, za svaki od ovih projekata se u daljem tekstu koristi izraz Projekat ili **projekti MSP i prioritetni projekti**);
- 2) se kriterijumi odabira i postupci za dodelu sredstava projektima MSP i prioritetnim projektima utvrđuju pratećim pismima koje izdaje Banka (u daljem tekstu: Prateća pisma, odnosno pojedinačno: Prateće pismo) koje Banka može s vremena na vreme da menja na osnovu svog isključivog diskrecionog prava, uz otkazni rok utvrđen u pratećim pismima i uz uslov da se izmene ne odnose na projekte MSP i prioritetne projekte koje je Banka već odobrila za dodelu. Najmanje 70% kredita (u skladu s definicijom dole) dodeljuje se za kvalifikovane projekte MSP i preduzeća srednje tržišne kapitalizacije od čega do 30% za preduzeća srednje tržišne kapitalizacije i do 30% kredita za prioritetne projekte. Projekti MSP i prioritetni projekti moraju da zadovoljavaju uslove za finansiranje od strane Banke u skladu sa Statutom Banke i odredbama člana 309. Ugovora o funkcionisanju Evropske unije, kao i odredbama ovog finansijskog ugovora. Iznos do 75.000.000 EUR (sedamdeset pet miliona evra) biće dodeljen projektima poslovi za mlade Zapadnog Balkana;
- 3) je obezbeđivanje finansija za svaki projekat predmet (i) ugovora o zajmu između Agenta, u ime Zajmoprimca, i odgovarajućeg posrednika u svrhu daljeg pozajmljivanja sredstava isplaćenih na osnovu ovog ugovora (u daljem tekstu: **ugovor o posredovanju**) i (ii) ugovora o zajmu (u daljem tekstu: **ugovor o kreditiranju**) između posrednika i svakog preduzeća koje će realizovati konkretan projekat (u daljem tekstu: **krajnji korisnik**), u svrhu daljeg kreditiranja tih preduzeća sredstvima koja budu isplaćena na osnovu ugovora o posredovanju. Administriranje zajma na osnovu ovog ugovora će za Zajmoprimca obavljati Agent. Određene finansijske pogodnosti koje Banka daje Zajmoprimcu na osnovu ovog finansijskog ugovora će biti prenete na krajnje korisnike, kako je određeno u ovom finansijskom ugovoru. Ugovori o posredovanju i ugovori o kreditiranju moraju da budu u saglasnosti s odredbama ovog finansijskog ugovora i pratećeg/ih pisma/ama;
- 4) je Banka, imajući u vidu da finansiranje projekata MSP i prioritetnih projekata spada u njen delokrug i uzimajući u obzir izjave i činjenice navedene u ovoj Preambuli, odlučila da odobri zahtev Zajmoprimca i da mu odobri drugi kredit u iznosu od 150.000.000 EUR (sto pedeset miliona evra) pod uslovima sadržanim u ovom ugovoru (u daljem tekstu: **Ugovor**);
- 5) su Evropski parlament i Savet Evropske unije Odlukom br. 466/2014/EU odlučili da daju Banci garanciju za gubitke koje je pretrpela po osnovu kredita i kreditnih garancija u periodu od 2014. do 2020. godine prema sopstvenim pravilima i procedurama za projekte koji su realizovani u određenim zemljama izvan Evropske unije koje su navedene u pomenutoj odluci;

- 6) je 11. maja 2009. godine Republika Srbija (prethodno Savezna Republika Jugoslavija) zaključila s Bankom Okvirni sporazum koji uređuje poslovanje Banke na teritoriji Republike Srbije (u daljem tekstu: **Okvirni sporazum**);
- 7) Vlada Republike Srbije prihvata da kreditno finansiranje koje se obezbeđuje na osnovu ovog ugovora spada u područje primene Okvirnog sporazuma; Zajmoprimac potvrđuje status preferencijalnog poverioca koji Banka ima kao međunarodna finansijska institucija;
- 8) se Republika Srbija u članu 3. Okvirnog sporazuma saglasila da kamata i sva druga plaćanja prema Banci koja proističu iz aktivnosti predviđenih Okvirnim sporazumom, kao i imovina i prihodi Banke vezani za te aktivnosti, budu oslobođeni poreza;
- 9) se Republika Srbija u članu 4. Okvirnog sporazuma saglasila da tokom celokupnog trajanja svakog finansijskog posla zaključenog na osnovu Okvirnog sporazuma:
  - (a) omogući (i) da krajnji korisnici mogu po preovlađujućem tržišnom deviznom kursu slobodno da pretvaraju u bilo koju konvertibilnu valutu iznose denominovane u nacionalnoj valuti Republike Srbije koji su potrebni za blagovremeno plaćanje svih dospelih iznosa Banci u vezi sa zajmovima i garancijama za bilo koji projekat; i (ii) da ti iznosi mogu slobodno, trenutno i efektivno da se transferišu izvan teritorije Republike Srbije u skladu sa uslovima odgovarajućeg ugovornog ili drugog instrumenta;
  - (b) omogući (i) da Banka može po preovlađujućem tržišnom deviznom kursu slobodno da pretvara u bilo koju konvertibilnu valutu iznose denominovane u nacionalnoj valuti Republike Srbije koje je Banka primila po osnovu plaćanja proisteklih iz zajmova i garancija ili bilo koje druge aktivnosti, te da Banka može slobodno, trenutno i efektivno da transferiše tako konvertovane iznose izvan teritorije Republike Srbije na bankovne račune koje Banka odredi; ili, ukoliko se Banka za to odluči, (ii) da može slobodno da raspolaže tim iznosima na teritoriji Republike Srbije; i (iii) da Banka može po preovlađujućem tržišnom deviznom kursu da konvertuje u nacionalnu valutu Republike Srbije bilo koji iznos u bilo kojoj konvertibilnoj valuti;
- 10) je Banka pokrenula inicijativu pod nazivom „Poslovi za mlade Zapadnog Balkana” („Inicijativa za poslove za mlade Zapadnog Balkana” da bi podržala zapošljavanje mladih u MSP i preduzećima srednje tržišne kapitalizacije. Banka je pozvala Zajmoprimca da učestvuje u Inicijativi za poslove za mlade Zapadnog Balkana pod uslovima utvrđenim u ovom ugovoru i pratećem pismu. Zajmoprimac je naznačio da želi da učestvuje u Inicijativi za poslove za mlade Zapadnog Balkana i da pronalazi određena MSP i preduzeća srednje tržišne kapitalizacije koja promoviraju projekte koji ispunjavaju kriterijume podobnosti za Inicijativu za poslove za mlade Zapadnog Balkana, kako je dalje definisano u pratećem pismu i ovom Ugovoru (pri čemu se svaki od tih projekata naziva „Projekat poslovi za mlade Zapadnog Balkana”);
- 11) Statut Banke predviđa da Banka treba da obezbedi da se njena sredstva koriste što je moguće racionalnije u interesima Evropske unije, te stoga uslovi pod kojima Banka obavlja kreditne poslove moraju da budu u skladu s relevantnim politikama Evropske unije;

- 12) Banka smatra da pristup informacijama ima suštinsku ulogu u smanjenju ekoloških i socijalnih rizika, uključujući i kršenja ljudskih prava, u vezi s projektima koje finansira, te je stoga utvrdila svoju politiku transparentnosti, koja za cilj ima povećanje odgovornosti EIB grupe prema svojim članicama i građanima Evropske unije uopšte;
- 13) će Banka obradu podataka o ličnosti vršiti u skladu s primenljivim zakonskim propisima Evropske unije o zaštiti lica u odnosu na obradu podataka o ličnosti od strane institucija i tela Evropske komisije i o slobodnom kretanju tih podataka.

**I S TIM U VEZI** je dogovoreno kako sledi:

## **TUMAČENJE I DEFINICIJE**

### **(a) Tumačenje**

U ovom ugovoru:

- (i) upućivanja na članove, stavove Preambule, priloge i anekse, ukoliko nije izričito drugačije navedeno, odnosi se na članove, stavove Preambule, priloge i anekse iz ovog ugovora;
- (ii) upućivanja na određenu zakonsku odredbu odnose se i na izmenjenu ili ponovo donetu odredbu; i
- (iii) upućivanja na bilo koji drugi ugovor ili instrument odnose se i na izmenjen, obnovljen, dopunjen, proširen ili prepravljen ugovor ili instrument.

### **(b) Definicije**

U ovom ugovoru:

**„rok za prihvatanje”** obaveštenja označava:

- (a) 16.00 časova po luksemburškom vremenu na dan dostave, ako je obaveštenje dostavljeno do 14.00 časova po luksemburškom vremenu na radni dan; ili
- (b) 11.00 časova po luksemburškom vremenu narednog dana koji je radni dan, ako je obaveštenje dostavljeno nakon 14.00 časova po luksemburškom vremenu bilo kog takvog dana ili je dostavljen na dan koji nije radni dan;

**„dodela sredstava”** ima značenje određeno u članu 1.08B;

**„period dodele sredstava”** označava period od dana potpisivanja ovog ugovora i 15. marta 2019. godine;

**„zahtev za dodelu sredstava”** ima značenje određeno u članu 1.08A;

**„odobrenje”** je odobrenje, dozvola, pristanak, saglasnost, rešenje, licenca, izuzeće, podnesak, notarizacija ili registracija;

**„radni dan”** označava dan (osim subote i nedelje) kada su Banka ili komercijalne banke otvorene za redovno poslovanje u Luksemburgu i u Beogradu;

**„događaj promene zakona”** ima značenje određeno u članu 4.03A(3);

**„Ugovor”** ima značenje određeno u Preambuli (4);

**„kredit”** ima značenje određeno u članu 1.01;

„**krivično delo**” označava bilo koje od sledećih krivičnih dela, u zavisnosti od slučaja: prevaru, korupciju, prinudu, nezakonito udruživanje, ometanje, pranje novca, finansiranje terorizma;

„**obeštećenje za odlaganje**” označava obeštećenje koje se obračunava na iznos isplate koja je odložena ili obustavljena u procentima (ako je veća od nule), pri čemu:

- kamatna stopa koja bi bila primenljiva na taj iznos da je isplaćen Zajmoprimcu na planirani datum isplate

prelazi

- relevantnu međubankarsku stopu (stopa za jedan mesec) umanjenu za 0,125% (12.5 baznih poena), osim u slučaju da je ta vrednost manja od nule, kada iznosi nula;

Takvo obeštećenje će se obračunavati od planiranog datuma isplate do datuma isplate, odnosno do datuma otkazivanja najavljene tranše u skladu s ovim ugovorom.

„**datum isplate**” označava datum kada Banka izvrši stvarnu isplatu tranše;

„**obaveštenje o isplati**” označava obaveštenje Banke Zajmoprimcu na osnovu člana 1.02C i u skladu s tim članom;

„**zahtev za isplatu**” označava obaveštenje koje je suštinski sačinjeno u formi datoj u Prilogu C1;

„**događaj poremećaja**” označava jednu ili obe sledeće situacije:

- (a) materijalni poremećaj onih platnih sistema ili sistema komunikacija ili onih finansijskih tržišta koji, u svakom konkretnom slučaju, moraju da posluju da bi mogla da se izvrše plaćanja u vezi s ovim ugovorom; ili
- (b) nastupanje bilo kog događaja koji ima za posledicu poremećaj (tehničke ili sistemske prirode) trezorskih ili platnih operacija bilo Banke ili Zajmoprimca, koji sprečava tu stranu:
  - (i) da izvrši svoje obaveze plaćanja na osnovu ovog ugovora; ili
  - (ii) da komunicira s drugim stranama,
 a koji poremećaj (u svakom takvom slučaju navedenom pod (a) ili (b)) nije prouzrokovala i na koji ne može da utiče strana čije je poslovanje poremećeno;

„**izveštaj o dodeli sredstava za EIB**” ima značenje određeno u članu 1.08F;

„**odluka EIB**” označava 16. juli 2013. godine, datum kada je Upravni odbor EIB odobrio transakciju;

„**životna sredina**” označava sledeće, u meri u kojoj utiče na zdravlje i društvenu dobrobit:

- (a) faunu i floru;
- (b) zemljište, vodu, vazduh, klimu i prirodnu okolinu; i
- (c) kulturnu baštinu i izgrađeno okruženje,

što uključuje, bez ograničavanja, i zdravlje i bezbednost na radu, kao i zdravlje i bezbednost zajednice;

„**Zakon o zaštiti životne sredine**” označava:

- (a) pravo EU, uključujući i principe i standarde;
- (b) zakone i propise Republike Srbije; i
- (c) važeće međunarodne ugovore

čiji je glavni cilj očuvanje, zaštita ili unapređenje životne sredine;

„**ekološka ili socijalna dozvola**” označava svaku dozvolu, licencu, ovlašćenje, saglasnost ili drugo odobrenje u skladu sa Zakonom o zaštiti životne sredine ili socijalnim zakonom koji je u vezi sa koncipiranjem ili funkcionisanjem Projekta;

„**ekološka ili socijalna tužba**” označava svaku tužbu, postupak, formalno obaveštenje ili istragu od strane bilo kog lica, a koja se tiče pitanja zaštite životne sredine ili socijalnih pitanja koja utiču na projekat i uključujući svako kršenje ili navodno kršenje bilo kog standarda iz oblasti zaštite životne sredine ili socijalnog standarda;

„**EU**” označava Evropsku uniju;

„**EURIBOR**” ima značenje određeno u Prilogu B;

„**EUR**” ili „**evro**” označava zakonsku valutu država članica Evropske unije koje su ga usvojile ili ga usvajaju kao svoju valutu u skladu s odgovarajućim odredbama Ugovora o Evropskoj uniji i Ugovora o funkcionisanju Evropske unije, odnosno ugovora koji ih zamenjuju;

„**slučaj neispunjenja obaveza**” označava bilo koju od okolnosti, događaja ili pojava navedenih u članu 10;

„**konačni datum raspoloživosti sredstava**” označava 15. jun 2019. godine, ili kasniji datum, ukoliko bude odobren od strane Banke u pisanoj formi, nakon formalnog zahteva u pisanoj formi od strane Zajmoprimca;

„**krajnji korisnici**” ima značenje određeno u Preambuli (3);

„**finansiranje terorizma**” označava svako pribavljanje ili skupljanje sredstava, na bilo koji način, posredno ili neposredno, s namerom da se ona koriste ili sa znanjem da će se koristiti, u potpunosti ili delimično, da bi se sproveli prekršaji u smislu članova od 1. do 4. Okvirne odluke Saveta EU 2002/475/JHA od 13. juna 2002. godine o borbi protiv terorizma;

„**fiksna kamatna stopa**” označava godišnju kamatnu stopu koju određuje Banka u skladu s primenljivim principima koje povremeno utvrđuju upravljačka tela Banke za zajmove odobrene s fiksnom kamatnom stopom, izražene u valuti tranše i s ekvivalentnim uslovima otplate glavnice i plaćanja kamate;

„**tranša s fiksnom kamatnom stopom**” označava tranšu koja je isplaćena uz primenu fiksne kamatne stope;

„**promenljiva kamatna stopa**” označava promenljivu kamatnu stopu s fiksnom kamatnom maržom, odnosno godišnju kamatnu stopu koju određuje Banka za svaki sledeći referentni period promenljive kamatne stope, jednaku relevantnoj međubankarskoj stopi uvećanoj za kamatnu maržu;

„**referentni period promenljive kamatne stope**” označava svaki period od jednog datuma plaćanja do sledećeg relevantnog datuma plaćanja, s tim da prvi referentni period promenljive kamatne stope počinje na dan isplate tranše;



„**tranša s promenljivom kamatnom stopom**” označava tranšu koja je isplaćena uz primenu promenljive kamatne stope;

„**GAAP**” (Generally Accepted Accounting Principles) su opšteprihvaćeni računovodstveni principi u Republici Srbiji, uključujući i MSFI kako je predviđeno Zakonom o računovodstvu („Službeni glasnik RS”, broj 62/13);

„**GBP**” je zakonska valuta u Ujedinjenom Kraljevstvu;

„**Vodič za nabavku**” označava Vodič za nabavku objavljen na sajtu Evropske investicione banke<sup>1</sup>, a koji informiše promotere projekata finansiranih u potpunosti ili delimično od strane Evropske investicione banke o aranžmanima koji treba da se sačine u cilju nabavke radova, dobara i usluga potrebnih za projekat;

„**MSFI**” su međunarodni računovodstveni standardi u smislu Uredbe o MRS 1606/2002, u delu u kojem su primenljivi na relevantne finansijske izveštaje;

„**MOR**” označava Međunarodnu organizaciju rada;

„**MOR standardi**” označavaju svaki ugovor, konvenciju ili sporazum MOR-a koji je potpisan i ratifikovan od strane Republike Srbije ili je na drugi način primenljiv na i obavezuje Republiku Srbiju, kao i Ključne standarde u oblasti rada (kako je definisano Deklaracijom MOR-a o osnovnim načelima i pravima na radu);

„**događaj prevremene otplate koji podleže obeštećenju**” označava događaj prevremene otplate različit od člana 4.03A(2) i člana 4.03A(4);

„**promena/konverzija kamate**” označava određivanje novih finansijskih uslova koji se odnose na kamatnu stopu, naročito na istu kamatnu osnovicu („promena”) ili drugačiju kamatnu osnovicu („konverzija”) koja može biti ponuđena za preostali period tranše ili do sledećeg datuma promene/konverzije kamate, ako ga ima, za bilo koji iznos koji, na predloženi datum promene/konverzije kamate, nije manji od 10.000.000 EUR (deset miliona evra) ili ekvivalenta istog;

„**datum promene/konverzije kamate**” označava onaj datum, koji je datum plaćanja, koji odredi Banka u skladu sa članom 1.02C u obaveštenju o isplati ili na osnovu člana 3. i Priloga D;

„**predlog za promenu/konverziju kamate**” označava predlog Banke na osnovu Priloga D;

„**zahtev za promenu/konverziju kamate**” označava pisano obaveštenje Zajmoprimca, isporučeno najmanje 75 (sedamdeset i pet) dana pre datuma promene/konverzije kamate, kojim traži od Banke da mu dostavi predlog za promenu/konverziju kamate. Zahtev za promenu/konverziju kamate takođe sadrži:

- (a) datume plaćanja odabrane u skladu s odredbama člana 3.01;
- (b) preferirani raspored otplate odabran u skladu s odredbama člana 4.01; i
- (c) bilo koji kasniji datum promene/konverzije kamate odabran u skladu sa članom 3.01;

„**posrednik**” je bilo koja banka ili finansijska institucija u Republici Srbiji koju odabere Banka i koju odobre Zajmoprimac i Agent za dalje pozajmljivanje sredstava koja se na osnovu ovog ugovora isplaćuju krajnjim korisnicima;

„**ugovor o posredovanju**” ima značenje kao što mu je dato u Preambuli (3);

„**pismo o dodeli sredstava**” ima značenje određeno u članu 1.08B;

„**LIBOR**” ima značenje određeno u Prilogu B;

<sup>1</sup> <http://www.eib.org/projects/publications/guide-to-procurement.htm>. Napominje se da se primenjuje verzija Vodiča koja je na snazi u vreme nabavke za Projekat.

„**zajam**” označava ukupan iznos tranši koje Banka isplaćuje s vremena na vreme na osnovu ovog ugovora;

„**događaj poremećaja tržišta**” označava bilo koju od sledećih okolnosti:

- (a) ako prema opravdanom mišljenju Banke postoje događaji ili okolnosti koji negativno utiču na pristup Banke njenim izvorima finansiranja;
- (b) ako, prema mišljenju Banke, nisu dostupna sredstva iz njenih uobičajenih izvora finansiranja za adekvatno finansiranje tranše u odgovarajućoj valuti i/ili za odgovarajuće dospeće i/ili u vezi s načinom isplate te tranše;
- (c) ako u vezi sa tranšom u odnosu na koju se kamata plaća po promenljivoj kamatnoj stopi:
  - (A) bi trošak Banke za pribavljanje sredstava iz njenih izvora finansiranja, koji određuje Banka, za period jednak referentnom periodu promenljive kamatne stope takve tranše (tj. na tržištu novca) bio veći od primenljive relevantne međubankarske stope;
 ili
  - (B) Banka odredi da ne postoje adekvatni i fer načini da se odredi relevantna međubankarska stopa za relevantnu valutu takve tranše ili nije moguće odrediti relevantnu međubankarsku stopu u skladu s definicijom sadržanom u Prilogu B;

„**materijalno štetna promena**” u odnosu na Zajmoprimca ili Agentu označava bilo koji događaj ili promenu uslova u poređenju sa uslovima na dan zaključenja ovog ugovora koji utiču na Zajmoprimca ili Agentu ili bilo koje njihovo zavisno društvo, a koji prema mišljenju Banke: (1) imaju materijalno štetan uticaj na sposobnost Zajmoprimca da izvršava svoje obaveze na osnovu ovog ugovora; (2) imaju materijalno štetan uticaj na sposobnost Agentu da izvršava svoje obaveze na osnovu ovog ugovora; (3) imaju materijalno štetan uticaj na poslovanje, perspektivu ili finansijsko stanje Zajmoprimca ili Agentu; ili (4) štetno utiču na sredstvo obezbeđenja koje je položio Zajmoprimac ili Agent;

„**datum dospeća**” označava poslednji ili jedini datum otplate tranše određen u skladu sa članom 4.01A(b)(iv) ili članom 4.01B;

„**pranje novca**” označava:

- (i) konverziju ili prenos imovine, znajući da ta imovina potiče iz kriminalnih delatnosti ili iz učešća u takvim delatnostima, u cilju skrivanja ili prikrivanja nelegalnog porekla imovine ili pomaganja bilo kom licu koje je uključeno na bilo koji način u izvršenje takve aktivnosti kako bi ono izbeglo pravne posledice svojih postupaka;
- (ii) skrivanje ili prikrivanje prave prirode, izvora, lokacije, raspolaganja, kretanja, prava u pogledu, ili vlasništva nad imovinom, znajući da takva imovina potiče iz kriminalne delatnosti ili iz učešća u takvoj delatnosti;
- (iii) sticanje, posedovanje ili upotrebu imovine, pri znanju da je u vreme sticanja, navedena imovina dobijena iz kriminalne delatnosti ili iz učešća u takvoj delatnosti; ili
- (iv) učešće u, udruživanje radi vršenja, pokušaja vršenja i pomaganje, podsticanje, olakšavanje i savetovanje da se izvrši bilo koja od radnji pomenuta u prethodnim tačkama;

„**najavljena tranša**” označava tranšu za koju je Banka izdala obaveštenje o isplati;

„**ugovor o kreditiranju**” ima značenje određeno u Preambuli (3);

**„datum plaćanja”** označava godišnje, polugodišnje ili kvartalne datume određene u obaveštenju o isplati do datuma promene/konverzije kamate, ako takav postoji, ili datuma dospeća, s tim da, u slučaju da bilo koji takav datum nije relevantni radni dan, on označava:

- (a) za tranšu s fiksnom kamatnom stopom, sledeći relevantni radni dan, bez korekcije kamate koja dospeva prema članu 3.01, osim u slučajevima kada je otpлата izvršena jednokratno u skladu sa članom 4.01B, kada se prethodni relevantni radni dan umesto na ovo plaćanje odnosi na poslednje plaćanje kamate i samo u tom slučaju uz korekcije kamate koja dospeva prema članu 3.01, i
- (b) za tranšu sa promenljivom kamatnom stopom, sledeći dan, ako takav postoji, tog kalendarskog meseca koji je relevantni radni dan ili, ako ga nema, najbliži prethodni dan koji je relevantni radni dan, u svim slučajevima uz odgovarajuću korekciju kamate koja dospeva na osnovu člana 3.01;

**„iznos prevremene otplate”** označava iznos tranše koji Zajmoprimac prevremeno otplaćuje u skladu sa članom 4.02A;

**„datum prevremene otplate”** označava datum, koji je datum plaćanja, koji Zajmoprimac predlaže da izvrši plaćanje iznosa prevremene otplate;

**„događaj prevremene otplate”** je bilo koji od događaja iz člana 4.03A;

**„obeštećenje za prevremenu otplatu”** u odnosu na bilo koji iznos glavnice koji se prevremeno otplaćuje ili otkazuje označava iznos koji Banka saopštava Zajmoprimcu kao sadašnju vrednost (na datum prevremene otplate) viška, ukoliko postoji, od:

- (a) kamate koja bi se obračunala na taj iznos prevremene otplate tokom perioda od datuma prevremene otplate do datuma promene/konverzije kamate, ako ga ima, ili datuma dospeća, da nije bilo prevremene otplate; preko
- (b) kamate koja bi se obračunala tokom tog perioda, kada bi se obračunavala po stopi za prebacivanje, umanjenom za 0,15% (petnaest baznih poena);

Navedena sadašnja vrednost obračunava se po diskontnoj stopi jednakoj stopi za prebacivanje, primenjenoj na svaki relevantni datum plaćanja.

**„obaveštenje o prevremenoj otplati”** je pisano obaveštenje koje Banka dostavlja Zajmoprimcu u skladu sa članom 4.02C;

**„zahtev za prevremenu otplatu”** je pisani zahtev koji Zajmoprimac dostavlja Banci radi prevremene otplate celokupnog zajma ili nekog njegovog dela, u skladu sa članom 4.02A;

**„zabranjeno delovanje”** označava svako finansiranje terorizma, pranje novca ili zabranjeno postupanje;

**„zabranjeno postupanje”** označava svako:

- (i) prisilno postupanje, to jest narušavanje ili povredu, ili pretnju da će se narušiti ili povrediti, posredno ili neposredno, neka strana ili imovina strane da bi se nepropisno uticalo na postupke te strane;
- (ii) tajno postupanje, koje podrazumeva svaki dogovor između dve ili više strana smišljen da bi se postigla neprikladna svrha, uključujući i to da se utiče nepropisno na postupke druge strane;
- (iii) korumpirano postupanje, koja podrazumeva nuđenje, davanje, primanje ili traženje, posredno ili neposredno, bilo čega od vrednosti jedne strane da bi se nepropisno uticalo na postupke druge strane;

- (iv) nedozvoljeno postupanje, koje podrazumeva bilo koje činjenje ili nečinjenje, uključujući lažno predstavljanje, koje svesno ili iz nehata dovodi u zabludu, ili može da dovede u zabludu drugu stranu da bi se ostvarila finansijska ili druga korist ili da bi se izbegla neke obaveze; ili
- (v) opstruktivno postupanje, koje se tiče istrage o prisilnom, tajnom, korumpiranom ili nedozvoljenom postupanju u vezi sa ovim zajmom ili Projektom (a) pri čemu se namerno uništava, falsifikuje, menja ili krije dokazni materijal u istrazi; i/ili se preti, uznemirava ili zastrašuje bilo koja strana da bi se sprečila da obelodani svoja saznanja o pitanjima relevantnim za istragu ili za vođenje istrage, ili (b) se deluje s ciljem da se suštinski ometaju ostvarivanje ugovornih prava revizije ili pristup informacijama;

„**Projekat**” označava svaku investiciju koju propagira krajnji korisnik, koja traje do preraspodele ili replasmana od strane Zajmoprimca u skladu sa uslovima navedenim u ovom ugovoru;

„**stopa za prebacivanje**” označava fiksnu kamatnu stopu koja je na snazi na dan obračuna obeštećenja za zajmove s fiksnom kamatnom stopom izraženu u istoj valuti, a koja ima jednake uslove plaćanja kamate i jednak profil otplate do datuma promene/konverzije kamate, ako takav postoji, ili datuma dospeća tranše za koju se predlaže ili zahteva prevremena otplata. Za slučajeve kada je rok kraći od 48 meseci (ili 36 meseci ukoliko se u tom periodu ne vrši otplata glavnice), koristi se najpribližniji ekvivalent stope na tržištu novca, odnosno relevantna međubankarska stopa umanjena za 0,125% (12,5 baznih poena) za periode do 12 (dvanaest) meseci. Za periode između 12 i 36/48 meseci, u zavisnosti od slučaja, primenjuje se tačka ponude na zamenu stopa koje objavljuje Rojters za relevantnu valutu i koju Banka primenjuje u vreme obračuna;

„**relevantni radni dan**” označava:

- (a) za evro, dan kada je Trans-evropski automatizovani ekspresni sistem prenosa bruto izmirenja u stvarnom vremenu koji koristi jedinstvenu zajedničku platformu i koji je pokrenut 19. novembra 2007.godine (TARGET2) otvoren za plaćanja u evrima<sup>2</sup>; i
- (b) za bilo koju drugu valutu, dan kada su banke otvorene za redovno poslovanje u glavnom domaćem finansijskom centru odgovarajuće valute;

„**relevantna međubankarska stopa**” označava:

- (a) EURIBOR za tranšu izraženu u EUR;
- (b) LIBOR za tranšu izraženu u GBP ili USD; i
- (c) tržišnu stopu i njenu definiciju koju odabere Banka i koja se zasebno dostavlja Zajmoprimcu, za tranšu izraženu u bilo kojoj drugoj valuti. Ako je takva tržišna stopa manja od nule ili u bilo kom trenutku postane manja od nule, za potrebe ovog ugovora smatraće se da je ta druga tržišna stopa jednaka nuli;

„**sankcionisana lica**” označavaju svakog pojedinca ili subjekat koji su navedeni na jednoj ili više sankcionih lista;

„**sankcione liste**” označavaju:

---

<sup>2</sup> Dana 14. decembra 2000. godine, Upravni savet Evropske centralne banke (ECB) odlučio je da će, od 2002. godine do daljnjeg, Trans-evropski automatizovani ekspresni sistem prenosa bruto izmirenja u stvarnom vremenu (TARGET 2), pored subote i nedelje, biti zatvoren i sledećim danima: na Novu godinu, na Veliki petak i Uskršnjim ponedeljak, 1. maja, na Božić i 26. decembra.

- (i) sve ekonomske, finansijske i trgovinske restriktivne mere i embargo na uvoz oružja koje je utvrdila Evropska unija u skladu sa Poglavljem 2 naslova V Ugovora o Evropskoj uniji kao i u skladu sa članom 215. Ugovora o funkcionisanju Evropske unije, što je dostupno na zvaničnim sajtovima EU [http://ec.europa.eu/external\\_relations/cfsp/sanctions/consol-list\\_en.htm](http://ec.europa.eu/external_relations/cfsp/sanctions/consol-list_en.htm) i [http://eeas.europa.eu/cfsp/sanctions/docs/measures\\_en.pdf](http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf), koji se menjaju i dopunjuju s vremena na vreme ili na nekoj povezanoj narednoj internet stranici; ili,
- (ii) sve ekonomske, finansijske i trgovinske restriktivne mere i embargo na uvoz oružja koje je utvrdio Savet bezbednosti Ujedinjenih nacija u skladu sa članom 41. Povelje UN dostupne na zvaničnom sajtu UN-a <http://www.un.org/Docs/sc/committees/INTRO.htm>, koji se s vremena na vreme menja i dopunjuje ili na nekoj povezanoj narednoj internet stranici;

„**planirani datum isplate**” označava datum za koji je predviđena isplata tranše u skladu sa članom 1.02C;

„**obezbeđenje**” i „**založno pravo**” označava svaku hipoteku, zalog, ručnu zalogu, opterećenje, prenos, ugovor o hipoteci ili drugo založno pravo kojim se obezbeđuje plaćanje obaveza bilo kog lica ili bilo koji drugi ugovor ili aranžman koji ima slično dejstvo;

„**Prateće pismo**” ima značenje određeno u Preambuli (2);

„**projekti MSP i prioritetni projekti**” ima značenje određeno u Preambuli (1);

„**socijalni zakon**” označava svaki od:

- (a) bilo kog zakona, pravila ili važećih propisa u Republici Srbiji koji se odnose na socijalna pitanja;
- (b) bilo kog MOR standarda;
- (c) bilo kog ugovora Ujedinjenih nacija, konvencije ili sporazuma o ljudskim pravima potpisanog i ratifikovanog ili na drugi način važećeg i obavezujućeg za Republiku Srbiju;

„**socijalna pitanja**” označavaju sve, ili bilo koje od sledećeg: (i) uslovi rada i zapošljavanja (ii) zdravlje i bezbednost na radu, (iii) zaštita i osnaživanje prava i interesa autohtonih naroda, etničkih manjina i ranjivih grupa, (iv) kulturno nasleđe (materijalno i nematerijalno) (v) javno zdravlje, sigurnost i bezbednost, (vi) nevoljno fizičko preseljenje i/ili raseljavanje iz ekonomskih razloga i gubitak prihoda lica, i (vii) javno učešće i angažovanje zainteresovanih strana;

„**kamatna marža**” označava fiksnu kamatnu maržu na relevantnu međubankarsku stopu (koja je ili plus ili minus) koju određuje Banka i o kojoj obaveštava Zajmoprimca u relevantnom obaveštenju o isplati ili predlogu za promenu/konverziju kamate;

„**izjava o načelima i standardima u oblasti zaštite životne sredine i u oblasti socijalnih pitanja**” označava izjavu koja je objavljena na sajtu<sup>3</sup> Evropske investicione banke koja definiše standarde koje Banka zahteva u vezi sa projektima koje finansira, kao i odgovornosti različitih strana;

„**porez**” označava bilo koji porez, dažbinu, namet, taksu ili drugu naplatu ili odbitak sredstava slične prirode (uključujući i eventualne penale ili kamatu koja se zaračunava zbog neplaćanja ili kašnjenja u plaćanju istih);

„**tranša**” označava svaku isplatu koja je izvršena ili koju treba izvršiti na osnovu ovog ugovora. U slučaju da nije dostavljeno obaveštenje o isplati, pod tranšom se podrazumeva tranša koja je zahtevana u skladu sa članom 1.02B;

<sup>3</sup> [http://www.eib.org/attachments/strategies/eib\\_statement\\_esps\\_en.pdf](http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf)

„**tranša za zapošljavanje mladih**” označava svaku tranšu koja ima za cilj isključivo finansiranje projekata poslovi za mlade Zapadnog Balkana koje promovišu mala i srednja preduzeća ili preduzeća srednje tržišne kapitalizacije koja ispunjavaju specifične kriterijume za zapošljavanje mladih utvrđene u Pratećem pismu;

„**USD**” je zakonska valuta Sjedinjenih Američkih Država;

„**Inicijativa za poslove za mlade Zapadnog Balkana**” ima značenje određeno u Preambuli (10);

„**Projekat poslovi za mlade Zapadnog Balkana**” ima značenje određeno u Preambuli (10).

## ČLAN 1.

### Kredit i isplata

#### 1.01 Iznos kredita

Ovim ugovorom Banka odobrava Zajmoprimcu, a Zajmoprimac prihvata, kredit u iznosu od 150.000.000 EUR (sto pedeset miliona evra) kojim će se dalje kreditirati krajnji korisnici isključivo za potrebe finansiranja projekata MSP i prioriternih projekata (u daljem tekstu: **kredit**).

#### 1.02 Postupak isplate

##### 1.02A Tranše

Banka će isplatiti kredit u najviše 20 (dvadeset) tranši. Iznos svake tranše, pod uslovom da to nisu nepovučena sredstva kredita, biće najmanje iznos u protivvrednosti od (i) 2.500.000,00 EUR (dva miliona pet stotina hiljada evra) za tranše za zapošljavanje mladih, ili (ii) 5.000.000,00 EUR (pet miliona evra) za tranše namenjene projektima MSP ili preduzeća srednje tržišne kapitalizacije ili drugim prioriternim projektima. Ukupan iznos tranši za zapošljavanje mladih neće premašiti 75.000.000,00 EUR (sedamdeset pet miliona evra).

##### 1.02B Zahtev za isplatu

- (a) Zajmoprimac ili Agent u ime Zajmoprimca može da podnese Banci zahtev za isplatu tranše najviše 15 (petnaest) dana pre konačnog datuma raspoloživosti sredstava. Zahtev za isplatu dostavlja se u obliku utvrđenom u Prilogu C1 i u njemu se navodi:
- (i) iznos i valuta tranše, koji se određuju tako da ne pređe ukupne iznose koji su dodeljeni na osnovu člana 1.08B umanjene za ukupne iznose koji su prethodno isplaćeni;
  - (ii) željeni datum isplate tranše, koji mora biti relevantni radni dan koji pada najmanje 15 (petnaest) dana nakon datuma zahteva za isplatu, a u svakom slučaju najkasnije na konačni datum raspoloživosti sredstava ili pre tog datuma, s tim da Banka može da isplati tranšu do 4 (četiri) kalendarska meseca od datuma zahteva za isplatu nezavisno od konačnog datuma raspoloživosti sredstava;
  - (iii) da li je u pitanju tranša s fiksnom kamatnom stopom ili tranša s promenljivom kamatnom stopom, pri čemu svaka od njih treba da bude u skladu s odgovarajućim odredbama člana 3.01;
  - (iv) željenu dinamiku otplate kamate za tranšu, odabranu u skladu sa članom 3.01;
  - (v) željene uslove otplate glavnice za tranšu, odabrane u skladu sa članom 4.01;

- (vi) željeni prvi i poslednji datum otplate glavnice za tranšu;
  - (vii) IBAN broj (ili odgovarajući format u skladu s lokalnom bankarskom praksom) i oznaku SWIFT BIC bankovnog računa na koji treba izvršiti isplatu tranše u skladu sa članom 1.02D;
  - (viii) da li će tranša biti tranša za zapošljavanje mladih ili tranša namenjena za projekte MSP ili preduzeća srednje tržišne kapitalizacije ili prioritetne projekte, s tim da se podrazumeva da se svaka tranša može koristiti samo za jednu vrstu ovih projekata;
  - (ix) izabrani datum promene/konverzije kamate za tranšu, ukoliko postoji; i
  - (x) kojem posredniku ili posrednicima će Agent u ime Zajmoprimca dalje davati sredstva tranše kroz kredite.
- (b) Agent u ime Zajmoprimca može prema sopstvenom nahođenju u zahtevu za isplatu da navede sledeće elemente, ukoliko postoje, koje je Banka dostavila indikativno i bez preuzimanja obaveze za konkretnu tranšu:
- (1) u slučaju tranše s fiksnom kamatnom stopom, kamatnu stopu koja će se primenjivati na tranšu zaključno sa datumom dospeća ili prvim datumom promene/konverzije kamate, ukoliko postoji; i
  - (2) u slučaju tranše s promenljivom kamatnom stopom, kamatnu maržu koja će se primenjivati zaključno sa datumom dospeća ili datumom promene/konverzije kamate, ukoliko postoji.
- (c) U skladu sa članom 1.02C(c), svaki zahtev za isplatu je neopoziv.
- (d) Ukoliko nije prethodno dostavljeno, uz svaki zahtev za isplatu dostavlja se dokaz o ovlašćenju jednog ili više lica za potpisivanje zahteva, sa uzorkom potpisa svakog od tih lica ili izjava da nije došlo do promene lica koja/e su/ je ovlašćeni/o za potpisivanje Zahteva za isplatu u skladu sa Ugovorom.
- (e) Svaki zahtev za isplatu mora da sadrži ili da bude praćen izjavom, propisno potpisanom od strane Agenta i Zajmoprimca:
- (i) kojom se potvrđuje da na dan davanja te izjave ne postoji nikakva situacija zbog koje bi Banka mogla da otkáže ili obustavi neisplaćeni deo kredita na osnovu člana 1.06B, izuzev 1.06B(b);
  - (ii) u kojoj se navodi svaki projekat MSP i prioritetni projekat čije će se delimično finansiranje posredno finansirati iz isplaćene tranše, kao i iznos tog finansiranja; i
  - (iii) kojom se potvrđuje da ne postoji nikakva prepreka za izvršenje bilo kog ugovora o posredovanju ili ugovora o kreditiranju, odnosno za isplatu sredstava na osnovu tih ugovora, koja sprečava ili bi mogla da spreči blagovremeno korišćenje iznosa tranše (kao i bilo koje prethodno isplaćene tranše) za finansiranje koje je navedeno u skladu sa tačkom (ii) ovog člana 1.02B(e) prilikom podnošenja zahteva za isplatu.

#### 1.02C Obaveštenje o isplati

- (a) Najmanje 10 (deset) dana pre predloženog planiranog datuma isplate tranše Banka će, ako zahtev za isplatu zadovoljava zahteve iz ovog člana 1.02, dostaviti Agentu i Zajmoprimcu obaveštenje o isplati kojim će odrediti:

- (i) iznos i valutu tranše;
  - (ii) planirani datum isplate;
  - (iii) osnovicu kamatne stope tranše, bilo da je reč o: (i) tranši s fiksnom kamatnom stopom; ili (ii) tranši s promenljivom kamatnom stopom, a sve u skladu s relevantnim odredbama člana 3.01;
  - (iv) prvi datum plaćanja kamate i dinamiku otplate kamate za tranšu;
  - (v) uslove otplate glavnice tranše;
  - (vi) prvi i poslednji datum otplate glavnice tranše;
  - (vii) primenjive datume plaćanja za tranšu;
  - (viii) datum promene/konverzije kamate za tranšu, ako Zajmoprimac to zahteva;
  - (ix) posrednika ili posrednike kojima će Agent u ime Zajmoprimca pozajmiti sredstva tranše kroz kredite; i
  - (x) za tranšu s fiksnom kamatnom stopom – fiksnu kamatu, a za tranšu s promenljivom kamatnom stopom – kamatnu maržu koja se primenjuje na tranšu do datuma promene/konverzije kamate, ukoliko postoji, odnosno do datuma dospeća.
- (b) Ako jedan ili više elemenata utvrđenih obaveštenjem o isplati nije u skladu s odgovarajućim elementom u zahtevu za isplatu, Agent može, nakon prijema obaveštenja o isplati, da povuče zahtev za isplatu dostavljanjem pisanog obaveštenja Banci, koje Banka mora da primi najkasnije u 12:00 sati po luksemburškom vremenu narednog radnog dana, nakon čega zahtev za isplatu i obaveštenje o isplati prestaju da važe. Ako Agent nije pisanim putem povukao zahtev za isplatu u tom roku, smatraće se da su Agent i Zajmoprimac prihvatili sve elemente navedene u obaveštenju o isplati.
- (c) Ako je Agent u ime Zajmoprimca podneo Banci zahtev za isplatu u kojem Agent nije naveo fiksnu kamatnu stopu ili kamatnu maržu u skladu sa članom 1.02B(b), smatraće se da su se Agent i Zajmoprimac unapred saglasili s fiksnom kamatom ili kamatnom maržom koje su naknadno navedene u obaveštenju o isplati.

#### 1.02D **Račun za isplatu**

Isplata će se vršiti na račun o kojem Agent u ime Zajmoprimca u pisanom obliku obavesti Banku najkasnije 15 (petnaest) dana pre planiranog datuma isplate (s IBAN brojem ili u odgovarajućem formatu u skladu s lokalnom bankarskom praksom). Zajmoprimac potvrđuje da plaćanja na takav račun predstavljaju isplate na osnovu ovog ugovora jednako kao da su izvršena na sopstveni bankovni račun Zajmoprimca.

Samo jedan račun može da bude određen za svaku tranšu.

#### 1.03 **Valuta isplate**

U zavisnosti od raspoloživosti, isplata svake tranše će se vršiti u evrima ili u bilo kojoj drugoj valuti kojom se generalno trguje na glavnim deviznim tržištima.



Radi izračunavanja iznosa raspoloživih za isplatu u drugim valutama osim evra i za određivanje njihove protivvrednosti u evrima, Banka će primenivati kurs koji objavi Evropska centralna banka u Frankfurtu, a koji bude dostupan u vreme podnošenja obaveštenja o isplati ili neposredno pre toga, kako Banka bude odlučila.

#### **1.04 Uslovi isplate**

##### **1.04A Prva tranša**

Uslov za isplatu prve tranše na osnovu člana 1.02 je da Banka primi, na ili pre datuma koji pada 7 (sedam) radnih dana pre planiranog datuma isplate, sledeće dokumente ili dokaze u formi i sadržaju koje Banka smatra zadovoljavajućim:

- (a) dokaz da je potpisivanje ovog ugovora od strane Zajmoprimca propisno odobreno i da je/su lice ili lica koja potpisuju Ugovor u ime Zajmoprimca propisno ovlašćeni za to, sa *uzorkom* potpisa svakog takvog lica;
- (b) dokaz da je Zajmoprimac pribavio sva potrebna odobrenja koja se zahtevaju u vezi s ovim ugovorom;
- (c) od Zajmoprimca, pravno mišljenje izdato od strane Ministarstva pravde sa prevodom na engleski jezik od strane ovlašćenog prevodioca, kojim se potvrđuje da:
  - (i) je zaključenje ovog ugovora odobreno odlukom Vlade Republike Srbije, da ga je Zajmoprimac propisno potpisao, da njegove odredbe proizvode puno pravno dejstvo i da je važeći, obavezujući i izvršiv u Srbiji u skladu sa svojim uslovima;
  - (ii) trenutno nisu potrebne nikakve saglasnosti u režimu devizne kontrole za prijem iznosa koji se isplaćuju na osnovu ovog ugovora na račun određen u članu 1.02D, kao i za otplatu kredita i plaćanje kamate i svih drugih dospelih iznosa na osnovu ovog ugovora;
- i
- (d) potpisani primerak pratećeg(ih) pis(a)ma.

##### **1.04B Sve tranše**

Na isplatu svake tranše na osnovu člana 1.02, uključujući i prvu, primenjuju se sledeći uslovi:

- (a) da je Banka primila, u formi i sadržaju zadovoljavajućim za nju, na ili pre datuma koji pada 7 (sedam) radnih dana pre planiranog datuma isplate sledeća dokumenta ili dokaze:
  - (i) potvrda Agenta i Zajmoprimca u formi koja je data u Prilogu C2,
  - (ii) u odnosu na svaku tranšu za zapošljavanje mladih, dokaze da je Banka izdala Pisma o dodeli sredstava u vezi sa relevantnim projektima poslovi za mlade Zapadnog Balkana koji će se finansirati iz tranše za zapošljavanje mladih; radi izbegavanja bilo kakve sumnje, da bi se isplatila tranša za zapošljavanje mladih, potrebno je prethodno podneti zahtev za dodelu sredstava u odnosu na relevantne projekte poslovi za mlade Zapadnog Balkana kao i da Banka naknadno izda relevantna Pisma o dodeli sredstava;
- (b) da na datum isplate za predloženu tranšu:

- (i) izjave i garancije koje se ponavljaju u skladu sa članom 6.05 budu tačne u svakom materijalno značajnom pogledu;
- (ii) nikakav događaj ili okolnost, koji predstavlja ili bi protekom vremena ili dostavljanjem obaveštenja na osnovu ovog ugovora predstavljao
  - (aa) slučaj neispunjenja obaveza, ili
  - (bb) događaj prevremene otplate,nije se dogodio i trajao neotklonjen ili bez odricanja ili nastupio kao posledica predložene tranše;
- (iii) ugovor o posredovanju s posrednikom, kojem će Agent u ime Zajmoprimca dalje pozajmiti isplaćena sredstva, je propisno potpisan; i
- (iv) se svaki posrednik kojem će sredstva tranše biti pozajmljena obavezao prema Agentu (ugovorom o posredovanju koji je zaključen pod uslovima zadovoljavajućim za Banku) da će ta sredstva koristiti isključivo u svrhu kreditnog finansiranja krajnjih korisnika.

## **1.05 Odlaganje isplate**

### **1.05A Osnov za odlaganje**

Na pisani zahtev Zajmoprimca, Banka će odložiti isplatu bilo koje najavljene tranše u celini ili delimično do datuma koji odredi Zajmoprimac, a koji pada ne kasnije od 6 (šest) meseci od planiranog datuma isplate i ne kasnije od 60 (šezdeset) dana pre datuma prve otplate tranše koji je naznačen u obaveštenju o isplati. U tom slučaju, Zajmoprimac plaća obeštećenje za odlaganje obračunato na iznos odložene isplate.

Bilo koji zahtev za odlaganje ima dejstvo u odnosu na tranšu samo ako je podnet najmanje sedam (7) radnih dana pre planiranog datuma isplate.

Ako neki od uslova iz člana 1.04 nije ispunjen na utvrđeni datum i na planirani datum isplate (ili na očekivani datum isplate u slučaju prethodnog odlaganja), isplata se odlaže za datum o kojem se sporazumeju Banka i Zajmoprimac, a koji pada ne ranije od sedam (7) radnih dana nakon ispunjenja svih uslova za isplatu (ne dovodeći u pitanje pravo Banke da u celini ili delimično obustavi i/ili otkáže neisplaćeni deo kredita na osnovu člana 1.06B). U tom slučaju, Zajmoprimac plaća obeštećenje za odlaganje obračunato na iznos odložene isplate.

### **1.05B Otkazivanje isplate odložene šest (6) meseci**

Banka može dostavljanjem pisanog obaveštenja Zajmoprimcu da otkáže isplatu koja je odložena na osnovu člana 1.05A za više od šest (6) meseci ukupno. Otkazani iznos ostaje na raspolaganju za isplatu na osnovu člana 1.02.

## **10.6 Otkazivanje i obustava**

### **1.06A Pravo Zajmoprimca na otkazivanje**

Zajmoprimac može u svakom trenutku u celini ili delimično da otkáže neisplaćeni deo kredita dostavljanjem pisanog obaveštenja s trenutnim dejstvom Banci. Međutim, to obaveštenje nema nikakvo dejstvo u odnosu na (i) najavlјenu tranšu čiji planirani datum isplate pada u roku od 5 (pet) radnih dana od datuma tog obaveštenja, ili (ii) tranšu za koju je podnet zahtev za isplatu, ali nije dostavljeno obaveštenje o isplati.

#### **1.06B Pravo Banke na obustavu i otkazivanje**

- (a) Banka može u celini ili delimično da obustavi i/ili otkáže neisplaćeni deo kredita dostavljanjem pisanog obaveštenja s trenutnim dejstvom Zajmoprimcu ukoliko nastupi događaj prevremene otplate ili slučaj neispunjenja obaveza ili događaj ili okolnost koji bi protokom vremena ili dostavljanjem obaveštenja na osnovu ovog ugovora predstavljali događaj prevremene otplate ili slučaj neispunjenja obaveza.
- (b) Banka takođe može da obustavi deo kredita za koji nije izdala obaveštenje o isplati s trenutnim dejstvom u slučaju nastupanja događaja poremećaja tržišta.
- (c) Obustava traje dok je Banka ne prekine ili dok ne otkáže obustavljeni iznos.

#### **1.06C Obeštećenje za obustavu i otkazivanje tranše**

##### **1.06C(1) OBUSTAVA**

Ako Banka obustavi najavlјenu tranšu, bilo po nastupanju događaja prevremene otplate koji podleže obeštećenju ili slučaja neizvršavanja obaveza, Zajmoprimac je dužan da Banci plati obeštećenje za odlaganje koje se obračunava na iznos obustavljene isplate.

##### **1.06C(2) OTKAZIVANJE**

Ako Zajmoprimac u skladu sa članom 1.06A otkáže:

- (a) najavlјenu tranšu s fiksnom kamatnom stopom, dužan je da obešteti Banku na osnovu člana 4.02B;
- (b) najavlјenu tranšu s promenljivom kamatnom stopom ili bilo koji deo kredita koji nije najavlјena tranša, ne plaća se nikakvo obeštećenje.

Ako Banka otkáže:

- (a) najavlјenu tranšu s fiksnom kamatnom stopom po nastupanju događaja prevremene otplate koji podleže obeštećenju ili u skladu sa članom 1.05B, Zajmoprimac je dužan da plati Banci obeštećenje za prevremenu otplatu; ili
- (b) najavlјenu tranšu po nastupanju slučaja neizvršavanja obaveza, Zajmoprimac je dužan da obešteti Banku na osnovu člana 10.03.

Osim u navedenim slučajevima, u slučajevima kada Banka otkáže tranšu ne plaća se nikakvo obeštećenje.

Obeštećenje se izračunava tako što se uzima da je otkazani iznos isplaćen i otplaćen na planirani datum isplate ili, u meri u kojoj se isplata tranše trenutno odlaže ili obustavlja, na datum obaveštenja o otkazivanju.

#### **1.07 Otkazivanje nakon isteka kredita**

Na dan nakon konačnog datuma raspoloživosti sredstava, ukoliko nije izričito dogovoreno pisanim putem između Banke i Zajmoprimca, deo kredita za koji nije podnet zahtev za isplatu u skladu sa članom 1.02B se automatski otkazuje, bez prethodnog obaveštenja Banke Zajmoprimcu i bez nastanka obaveze za bilo koju ugovornu stranu.

## **1.08 Postupak dodele sredstava**

### **1.08A Zahtevi za dodelu sredstava**

Od datuma zaključenja ovog ugovora do 3 meseca pre konačnog datuma raspoloživosti sredstava, Agent podnosi Banci na odobrenje jedan ili više zahteva za dodelu sredstava (u daljem tekstu: **zahtev za dodelu sredstava**), po jedan za svaku vrstu projekta iz prve odredbe Preambule ovog ugovora za koje zahteva finansiranje na osnovu ovog ugovora, sa navedenim (i) iznosom kredita koji se zahteva za projekat i (ii) elektronskim spiskom dodeljenih sredstava prema šablonu koji Banka smatra zadovoljavajućim, u kojem su prikazane osnovne odlike projekata MSP i prioritetnih projekata.

Kvalifikovanost svakog projekta za kreditno finansiranje od strane Banke određuje se na osnovu primenljivih kriterijuma koji su utvrđeni u poslednjem pratećem pismu koji je Banka dostavila Agentu. Ti kriterijumi podležu reviziji na osnovu parametara koje Banka primenjuje na konkretnu vrstu projekata.

Ako Agent ne podnese zahtev za dodelu sredstava najkasnije 3 meseca pre konačnog datuma raspoloživosti sredstava, Banka može da otkáže kredit.

Zahtev za dodelu sredstava za posrednika ne može da bude podnet pre isteka roka od 6 (šest) meseci nakon što isti posrednik izvrši prevremenu otplatu celokupnog ili dela zajma koji mu je Agent odobrio u ime Zajmoprimca na osnovu ugovora o posredovanju.

### **1.08B Dodela sredstava**

Nakon razmatranja projekta koje Banka smatra potrebnim, Banka će prema sopstvenom diskrecionom pravu odobriti ili odbiti odgovarajući zahtev za dodelu sredstava i obavestiti Agentu o svojoj odluci.

U slučaju odobrenja zahteva, Banka dostavlja Agentu pismo (u daljem tekstu: **pismo o dodeli sredstava**) u kojem navodi deo kredita koji dodeljuje za konkretni projekat (u daljem tekstu: **dodela sredstava**).

### **1.08C Preraspodela**

Tokom perioda dodele sredstava, ako:

- (a) ugovor o kreditiranju koji Banka odobri u skladu sa relevantnim pismom o dodeli sredstava ne bude isplaćen ili bude isplaćen delimično krajnjem korisniku;
- (b) iznos u ugovoru o kreditiranju bude dobrovoljno prevremeno otplaćen, ili se prevremeno otplati nakon zahteva za prevremenu otplatu od strane Posrednika ili Agentu, ili se iznos ugovora o kreditiranju umanja iz drugih razloga;
- (c) prihvatljivi troškovi Projekta definisani u ovom ugovoru i Pratećem pismu (pismima) budu umanjani do tog nivoa da sredstva koja je Banka obezbedila za relevantan Projekat nadmašuju prihvatljiv iznos predviđen ovim ugovorom i Pratećim pismima, ili se Projekat obustavi;
- (d) krajnji korisnik nije ispoštovao odredbe relevantnog Ugovora o kreditiranju, u skladu sa kojim se primenjuje član 6.02;

- (e) nakon što je Banka odobrila zahtev o dodeli sredstava, bude ustanovljeno da je greška u zahtevu za dodelu sredstava uticala na procenu Banke o prihvatljivosti pomenutog projekta/krajnjeg korisnika, i ako se uzme u obzir da je to tačna informacija, dodela u skladu sa zahtevom o dodeli sredstava ne bi trebalo da je odobrena;
- (f) Posrednik ili Agent ili Banka postanu upoznati sa činjenicom ili događajem, koji po proceni Banke mogu značajno da utiču na uslove sprovođenja ili funkcionisanja Projekta; i
- (g) ako je Agent obavestio Banku, i Banka se složila, da želi da preraspodeli deo kredita u razumnom vremenskom roku dogovorenom sa Bankom;

odgovarajući deo Zajma treba odmah da se preraspodeli od strane Agentu a svrhe finansiranja drugih projekata koji zadovoljavaju kriterijume utvrđene u ovom ugovoru i Pratećem pismu (pismima). Navedeni predloženi novi Zahtev(i) za dodelu sredstava biće prezentovani Banci za odobrenje u skladu sa uslovima utvrđenim u članovima 1.08A i 1.08B. Zajmoprimac takođe može odabrati da dobrovoljno prevremeno otplati sumu u pitanju u skladu sa članom 4.02.

#### 1.08D Replasan sredstava

Nakon završetka perioda dodele, ako:

- (a) ugovor o kreditiranju koji Banka odobri u skladu sa relevantnim Pismom o dodeli sredstava nije ili je samo delimično isplaćen krajnjem korisniku;
- (b) zajam u skladu sa Ugovorom o kreditiranju bude dobrovoljno prevremeno otplaćen od strane krajnjeg korisnika;
- (c) zajam u skladu sa Ugovorom o kreditiranju bude prevremeno otplaćen od strane krajnjeg korisnika nakon zahteva za prevremenu otplatu od strane Posrednika ili Agentu;
- (d) krajnji korisnik nije ispoštovao odredbe relevantnog Ugovora o kreditiranju u skladu sa kojim se primenjuje član 6.02;
- (e) zajam u skladu sa Ugovorom o kreditiranju bude otplaćen od strane krajnjeg korisnika (prema planiranom roku dospeća ili na drugi način) pre roka dospeća Zajma;
- (f) prihvatljivi troškovi Projekta definisani u ovom ugovoru i Pratećem pismu (pismima) budu umanjeni do tog nivoa da sredstva koja je Banka obezbedila za relevantan Projekat nadmašuju prihvatljiv iznos predviđen ovim ugovorom i Pratećim pismima, ili se Projekat obustavi;
- (g) nakon što je Banka odobrila zahtev o dodeli sredstava, bude ustanovljeno da je greška u zahtevu za dodelu sredstava uticala na procenu Banke o prihvatljivosti pomenutog projekta/krajnjeg korisnika, i ako se uzme u obzir da je to tačna informacija, dodela u skladu sa zahtevom za dodelu sredstava nije trebalo da bude odobrena;
- (h) Posrednik ili Agent ili Banka postanu upoznati sa činjenicom ili događajem, koji po proceni Banke mogu značajno da utiču na uslove sprovođenja ili funkcionisanja Projekta; i
- (i) ako je Agent obavestio Banku, i Banka se složila, da želi da izvrši replasan dela kredita u razumnom vremenskom roku dogovorenom sa Bankom;

treba da se izvrši replasman odgovarajućeg dela Zajma od strane Agenta u svrhe finansiranja drugog(ih) projek(a)ta koji zadovoljavaju kriterijume utvrđene u ovom ugovoru i Pratećem pismu (pismima). Međutim, novi zahtevi za dodelu sredstava neće biti prezentovani Banci za odobrenje. Zajmoprimac takođe može odabrati da dobrovoljno prevremeno otplati sumu u pitanju u skladu sa članom 4.02.

U slučaju replasmana Zajma, rokovi za dodelu i postupak utvrđen u članovima 1.08A i 1.08B neće se primenjivati. Međutim, Agent će omogućiti da se deo zajma čiji replasman je izvršen isplati pojedinačnom Krajnjem korisniku u roku od 60 (šezdeset) dana od datuma navedenog replasmana, ili ako do toga ne dođe Zajmoprimac treba da prevremeno otplati navedeni deo Zajma banci u skladu sa članom 4.02.

Banka zadržava pravo da traži od Agenta listu replasmana sredstava u obliku koji je odgovarajući za Banku.

#### **1.08E Rok za isplatu Krajnjim korisnicima**

Zajmoprimac, nakon što je primio isplatu(e) u skladu sa ovim Ugovorom, treba da omogući da se zbir tih sredstava (uključujući, bez ograničenja, sredstva čiji je replasman izvršen u skladu sa iznad navedenim članom 1.08D), u skladu sa uslovima ovog ugovora i pratećeg pisma (pratećih pisama), u potpunosti isplati podesnim Krajnjim korisnicima za prihvatljive Projekte u roku od 6 (šest) meseci nakon datuma isplate relevantne tranše osim u slučaju kada Zajmoprimac dobrovoljno prevremeno otplati sumu u pitanju u skladu sa članom 4.02.

#### **1.08F Izveštaj o dodeli sredstava za EIB**

- (i) Agent uspostavlja i održava interni sistem izveštavanja za potrebe praćenja dodele sredstava (u daljem tekstu: **izveštaj o dodeli sredstava za EIB**);
- (ii) Izveštaj o dodeli sredstava za EIB sadrži naziv svakog krajnjeg korisnika, datume i iznose isplata koje posrednik vrši odgovarajućem krajnjem korisniku, kao i njihove kamatne stope (ili druge ekvivalentne naknade) i trajanje; i
- (iii) Agent na zahtev Banke dostavlja Banci izveštaj o dodeli sredstava za EIB, sa informacijama o svim projektima za koje su dodeljena sredstva na osnovu ovog ugovora.

#### **1.09 Iznosi dospeli na osnovu člana 1.**

Iznosi dospeli na osnovu članova 1.05 i 1.06 plativi su u valuti odgovarajuće tranše. Oni su plativi u roku od 15 (petnaest) dana od dana kada Zajmoprimac primi zahtev Banke, ili u dužem roku koji Banka odredi u svom zahtevu.

## **ČLAN 2.**

### **Zajam**

#### **2.01 Iznos zajma**

Zajam se sastoji od ukupnog iznosa tranši koje Banka isplaćuje na osnovu kredita, prema potvrdi Banke u skladu sa članom 2.03.

#### **2.02 Valuta otplate, kamate i ostalih naknada**

Kamatu, otplatu i druge naknade plative za svaku tranšu Zajmoprimac vrši u valuti u kojoj je tranša isplaćena.

Sva ostala plaćanja vrše se u valuti koju Banka odredi uzimajući u obzir valutu u kojoj su izraženi troškovi koje je potrebno nadoknaditi putem tih plaćanja.

### **2.03 Potvrda Banke**

U roku od 10 (deset) dana nakon isplate svake tranše, Banka će dostaviti Agentu i Zajmoprimcu tabelu amortizacije iz člana 4.01, ukoliko je to primenljivo, u kojoj će navesti datum isplate, valutu, isplaćeni iznos, uslove otplate i kamatnu stopu te tranše, odnosno za tu tranšu.

## **ČLAN 3.**

### **Kamata**

#### **3.01 Kamatna stopa**

##### **3.01A Tranše s fiksnom kamatnom stopom**

Zajmoprimac plaća kamatu na neizmireni iznos svake tranše s fiksnom kamatnom stopom po fiksnoj stopi kvartalno, polugodišnje ili godišnje unazad za prethodni period na odgovarajuće datume plaćanja, kako je određeno u obaveštenju o isplati, počevši od prvog takvog datuma plaćanja nakon datuma isplate tranše.

Ako je period od datuma isplate do prvog datuma plaćanja 15 (petnaest) dana ili kraći, plaćanje kamate koja je dospela za taj period odlaže se za naredni datum plaćanja.

Kamata se obračunava na osnovu člana 5.01(a).

##### **3.01B Tranše s promenljivom kamatnom stopom**

Zajmoprimac plaća kamatu na neizmireni iznos svake tranše s promenljivom kamatnom stopom po promenljivoj stopi kvartalno, polugodišnje ili godišnje unazad za prethodni period na odgovarajuće datume plaćanja, kako je određeno u obaveštenju o isplati, počevši od prvog takvog datuma plaćanja nakon datuma isplate tranše. Ako je period od datuma isplate do prvog datuma plaćanja 15 (petnaest) dana ili kraći, plaćanje kamate koja je dospela za taj period odlaže se za naredni datum plaćanja.

Banka će obavestiti Zajmoprimca o promenljivoj kamatnoj stopi u roku od 10 (deset) dana od početka svakog referentnog perioda promenljive kamatne stope.

Ako je u skladu sa čl. 1.05 i 1.06 isplata bilo koje tranše s promenljivom kamatnom stopom izvršena nakon planiranog datuma isplate, relevantna međubankarska stopa koja se primenjuje na prvi referentni period promenljive kamatne stope primenjivaće se kao da je isplata izvršena na planirani datum isplate.

Kamata se za svaki referentni period promenljive kamatne stope obračunava na osnovu člana 5.01(b). Ako je promenljiva kamatna stopa za bilo koji referentni period promenljive kamatne stope manja od nule, smatra se da je kamatna stopa nula.

##### **3.01C Promena ili konverzija tranši**

Kada Zajmoprimac iskoristi mogućnost promene ili konverzije osnove na kojoj se obračunava kamatna stopa tranše, dužan je da od datuma kada promena/konverzija kamate stupa na snagu (u skladu s postupkom iz Priloga D) plaća kamatu po stopi koja je utvrđena u skladu s odredbama Priloga D.

### **3.02 Kamata na dospele neizmirene iznose**

Ne dovodeći u pitanje član 10. i izuzetno od člana 3.01, ako Zajmoprimac ne plati bilo koji iznos koji je dužan da plati na datum njegovog dospeća na osnovu ovog ugovora, kamata će se obračunavati (u skladu sa obaveznim odredbama merodavnih zakona, uključujući član 1154 Građanskog zakonika Luksemburga) na svaki dospeli, a neizmireni iznos od datuma dospeća do dana stvarnog plaćanja po godišnjoj stopi jednakoj:

- (i) za dospele neizmirene iznose u slučaju tranše sa promenljivom kamatnom stopom, primenjuje se promenljiva kamatna stopa plus 2% (dve stotine baznih poena);
- (ii) za dospele neizmirene iznose u slučaju tranše sa fiksnom kamatnom stopom, primenjuje se viša a) fiksna kamatna stopa plus 2% (dve stotine baznih poena) ili b) relevantna međubankarska stopa plus 2% (dve stotine baznih poena);
- (iii) za dospele neizmirene iznose koji ne potpadaju pod stavke (i) ili (ii) u tekstu iznad, primenjuje se relevantna međubankarska stopa plus 2% (dve stotine baznih poena)

i plativa je po zahtevu Banke. U cilju određivanja relevantne međubankarske stope u odnosu na ovaj član 3.02 relevantni periodi u smislu Priloga B su uzastopni periodi od jednog meseca počevši od datuma dospeća.

Ako je dospeli neizmireni iznos u valuti različitoj od valute zajma, primenjuje se sledeća godišnja stopa, naime relevantna međubankarska stopa koju Banka obično koristi za transakcije u toj valuti plus 2% (dve stotine baznih poena), izračunato u skladu s tržišnom praksom za takvu stopu.

### **3.03 Događaj poremećaja tržišta**

Ako u bilo koje vreme (i) od datuma kada Banka izda obaveštenje o isplati u vezi sa tranšom (ii) do datuma koji pada ili 30 (trideset) kalendarskih dana pre planiranog datuma isplate u slučaju tranši koje se isplaćuju u EUR, GBP ili USD ili 2 (dva) radna dana pre planiranog datuma isplate u slučaju tranši koje se isplaćuju u bilo kojoj drugoj valuti, nastupi događaj poremećaja tržišta, Banka može da obavesti Zajmoprimca da je ova klauzula stupila na snagu. U tom slučaju primenjuju se sledeća pravila:

- (a) u slučaju tranše koja se isplaćuje u EUR, USD ili GBP, kamatna stopa koja se primenjuje na tu najavljenju tranšu do datuma dospeća ili do datuma promene/konverzije kamate, ukoliko postoji, biće procentualna stopa na godišnjem nivou jednaka stopi (izraženoj kao procentualna stopa na godišnjem nivou) za koju Banka odredi da predstavlja ukupan trošak Banke za finansiranje relevantne tranše na osnovu tada primenljive interno određene referentne stope Banke ili alternativnog metoda određivanja kamatne stope koji razumno odredi Banka. Zajmoprimac ima pravo da u pisanom obliku odbije takvu isplatu u roku koji je naveden u obaveštenju, pri čemu snosi sve eventualne troškove koji nastanu kao posledica toga, ako ih ima, i u tom slučaju Banka neće izvršiti isplatu i odgovarajući kredit će ostati na raspolaganju za isplatu na osnovu člana 1.02B. Ako Zajmoprimac ne odbije blagovremeno isplatu, ugovorne strane su saglasne da će isplata i uslovi koji se na nju primenjuju biti u potpunosti obavezujući za obe strane;



- (b) u slučaju tranše koja se isplaćuje u valuti različitoj od EUR, USD ili GBP, Banka će obavestiti Zajmoprimca o protivvrednosti u EUR koja će biti isplaćena na planirani datum isplate i o odgovarajućoj procentualnoj stopi kako je opisano u stavu (a) koja će se primenjivati na tranšu do datuma dospeća ili do datuma promene/konverzije kamate, ukoliko postoji. Zajmoprimac ima pravo da u pisanom obliku odbije takvu isplatu u roku koji je naveden u obaveštenju, pri čemu snosi sve eventualne troškove koji nastanu kao posledica toga, ako ih ima, i u tom slučaju Banka neće izvršiti isplatu i odgovarajući kredit će ostati na raspolaganju za isplatu na osnovu člana 1.02B. Ako Zajmoprimac ne odbije blagovremeno isplatu, ugovorne strane su saglasne da će isplata u EUR i uslovi koji se na nju primenjuju biti u potpunosti obavezujući za obe strane.

U svakom slučaju, kamatna marža ili fiksna kamatna stopa koju je Banka prethodno navela u obaveštenju o isplati više neće biti primenljiva.

## **ČLAN 4.**

### **Otplata**

#### **4.01 Redovna otplata**

##### **4.01A Otplata u ratama**

- (a) Zajmoprimac otplaćuje svaku tranšu u ratama na datume plaćanja utvrđene odgovarajućim obaveštenjem o isplati u skladu sa uslovima iz tabele amortizacije koja se dostavlja u skladu sa članom 2.03.
- (b) Svaka tabela amortizacije sastavlja se na osnovu sledećeg:
- (i) u slučaju tranše s fiksnom kamatnom stopom bez datuma promene/konverzije kamate, otplata se vrši godišnje, polugodišnje ili kvartalno u jednakim ratama glavnice ili stalnim ratama glavnice i kamate;
  - (ii) u slučaju tranše s fiksnom kamatnom stopom s datumom promene/konverzije kamate ili tranše s promenljivom kamatnom stopom, otplata se vrši u jednakim godišnjim, polugodišnjim ili kvartalnim ratama glavnice;
  - (iii) prvi datum otplate svake tranše je datum plaćanja koji pada ne ranije od 60 dana od planiranog datuma plaćanja, i ne kasnije od prvog datuma plaćanja odmah nakon (a) u slučaju projekata MSP – četvrte (4.) godišnjice, odnosno (b) u slučaju prioriternih projekata – pete (5.) godišnjice – od planiranog datuma isplate tranše; i
  - (iv) poslednji datum otplate svake tranše biće datum plaćanja koji pada ne ranije od 4 (četiri) godine, i ne kasnije (a) u slučaju projekata MSP – dvanaest (12) godina, odnosno (b) u slučaju prioriternih projekata – petnaest (15) godina – od planiranog datuma isplate.

##### **4.01B Jednokratna otplata**

Alternativno, Zajmoprimac može da otplati tranšu jednokratnim plaćanjem na datum plaćanja utvrđen u obaveštenju o isplati, pri čemu taj datum treba da pada ne ranije od 3 (tri) godine ili kasnije od (i) u slučaju projekata MSP – osam (8) godina, odnosno (ii) u slučaju prioriternih projekata – deset (10) godina – od planiranog datuma isplate.

#### **4.02 Dobrovoljna prevremena otplata**

**4.02A Mogućnost prevremene otplate**

Pod uslovima iz čl. 4.02B, 4.02C i 4.04, Zajmoprimac može prevremeno u celini ili delimično da otplati bilo koju tranšu, zajedno s pripadajućom kamatom i obeštećenjima, ako ih ima, po dostavljanju zahteva za prevremenu otplatu uz prethodno obaveštenje s rokom od najmanje jednog (1) meseca u kojem navodi (i) iznos prevremene otplate, (ii) datum prevremene otplate, (iii) ukoliko je primenljivo, izbor metoda primene iznosa prevremene otplate kredita u skladu sa članom 5.05C(i) i (iv) broj ugovora („FI 82.642”) naznačen na naslovnoj strani ovog ugovora.

Uz primenu člana 4.02C, zahtev za prevremenu otplatu je obavezujući i neopoziv.

**4.02B Obeštećenje za prevremenu otplatu****4.02B(1) TRANŠA S FIKSNOM KAMATNOM STOPOM**

U skladu sa članom 4.02B(3) ispod, ako Zajmoprimac prevremeno otplati tranšu s fiksnom kamatnom stopom, Zajmoprimac na datum prevremene otplate plaća Banci obeštećenje za prevremenu otplatu za tranšu s fiksnom kamatnom stopom koju prevremeno otplaćuje.

**4.02B(2) TRANŠA S PROMENLJIVOM KAMATNOM STOPOM**

U skladu sa članom 4.02B(3) ispod, Zajmoprimac može prevremeno da otplati tranšu s promenljivom kamatnom stopom bez obeštećenja na bilo koji relevantni datum plaćanja.

4.02B(3) Osim ako je Zajmoprimac u pisanom obliku prihvatio fiksnu kamatnu stopu u odnosu na predlog za promenu/konverziju kamate u skladu s Prilogom D, prevremena otplata tranše na datum promene/konverzije kamate prema obaveštenju iz člana 1.02C(a)(viii), odnosno u skladu s Prilogom C1 ili D, može da se izvrši bez obeštećenja.

**4.02C Načini prevremene otplate**

Nakon što Zajmoprimac podnese Banci zahtev za prevremenu otplatu, Banka Zajmoprimcu dostavlja obaveštenje o prevremenoj otplati ne kasnije od 15 (petnaest) dana pre datuma prevremene otplate. U obaveštenju o prevremenoj otplati navodi se iznos prevremene otplate, pripadajuća dospela kamata, obeštećenje za prevremenu otplatu koje se plaća na osnovu člana 4.02B, odnosno podatak da nema obaveze plaćanja obeštećenja, način upotrebe iznosa prevremene otplate i rok za prihvatanje.

Ako Zajmoprimac prihvati obaveštenje o prevremenoj otplati ne kasnije od naznačenog roka za prihvatanje, dužan je da izvrši prevremenu otplatu. U svakom drugom slučaju, Zajmoprimac ne mora da izvrši prevremenu otplatu.

Zajmoprimac je dužan da uz prevremenu otplatu plati i pripadajuću kamatu i obeštećenje, ako postoji, na iznos prevremene otplate, kako je određeno u obaveštenju o prevremenoj otplati.

**4.03 Obavezna prevremena otplata****4.03A Događaji prevremene otplate****4.03A(1) NEKORIŠĆENJE ZAJMA**

U slučaju da celokupan iznos ili deo zajma isplaćenog na osnovu ovog ugovora nije iskorišćen u skladu sa čl. 6. ili 1.08C ili 1.08E, Banka može da zatraži od Zajmoprimca da odmah prevremeno otplati odgovarajući iznos zajma, s pripadajućom kamatom.

#### 4.03A(2) RANGIRANJE *PARI PASSU* U ODNOSU NA FINANSIRANJE KOJE NE OBEZBEĐUJE EIB

Ako Zajmoprimac dobrovoljno prevremeno otplati (radi izbegavanja sumnje, prevremena otplata podrazumeva i otkup i otkazivanje u odgovarajućim slučajevima) deo ili celokupan iznos finansiranja koje ne obezbeđuje EIB i:

- takva prevremena otplata nije izvršena iz sredstava zajma ili drugog zaduženja u roku koji je bar jednak roku prevremeno otplaćenog neisteklog finansiranja koje ne obezbeđuje EIB.

Banka može dostavljanjem obaveštenja Zajmoprimcu da otkáže neisplaćeni deo kredita i da zahteva prevremenu otplatu zajma. Deo zajma čiju prevremenu otplatu Banka može da zahteva mora da bude jednak delu prevremeno otplaćenog iznosa finansiranja koje ne obezbeđuje EIB u ukupnom neizmirenom iznosu svih finansiranja koja ne obezbeđuje EIB.

Zajmoprimac je dužan da izvrši plaćanje zahtevanog iznosa na datum koji odredi Banka, pri čemu taj datum pada ne ranije od 30 (trideset) dana od datuma zahteva.

Pod „**finansiranjem koje ne obezbeđuje EIB**”, u smislu ovog člana, podrazumeva se svaki zajam (osim zajma i bilo kojih drugih direktnih zajmova koje Banka odobri Zajmoprimcu), obveznica ili drugi oblik finansijskog zaduženja ili bilo koja obaveza za plaćanje ili otplatu u novcu prvobitno odobrena Zajmoprimcu na rok duži od 3 (tri) godine.

#### 4.03A(3) PROMENA ZAKONA

Zajmoprimac je dužan da odmah obavesti Banku ako je nastupio ili postoji razumna verovatnoća da će nastupiti događaj promene zakona. U tom slučaju, ili ako Banka ima opravdan razlog da smatra da je nastupio ili će nastupiti događaj promene zakona, Banka može da zahteva da se Zajmoprimac konsultuje s njom. Te konsultacije će se održati u roku od 30 (trideset) dana od datuma zahteva Banke. Ako nakon isteka roka od 30 (trideset) dana od datuma takvog zahteva za konsultacije Banka opravdano smatra da dejstvo događaja promene zakona ne može da se ublaži na način koji ona smatra zadovoljavajućim, Banka može dostavljanjem obaveštenja Zajmoprimcu da otkáže neisplaćeni deo kredita i da zahteva prevremenu otplatu zajma, s pripadajućom kamatom i svim drugim iznosima koji su dospeli ili nisu izmireni na osnovu ovog ugovora, osim u slučaju da je Banka prilikom konsultacija pristala na drugačije rešenje.

Zajmoprimac je dužan da izvrši plaćanje zahtevanog iznosa na datum koji odredi Banka, pri čemu taj datum pada ne ranije od 30 (trideset) dana od datuma zahteva.

Pod „događajem promene zakona” u smislu ovog člana podrazumeva se donošenje, proglašenje, potpisivanje ili ratifikacija ili bilo kakva izmena ili dopuna bilo kog zakona, pravila ili propisa (ili primene ili službenog tumačenja bilo kog zakona, pravila ili propisa) koja nastupi nakon datuma ovog ugovora, a koja, prema opravdanom mišljenju Banke, dovodi ili može da dovede do nastupanja materijalno štetne promene.

#### 4.03A(4) NEZAKONITOST

Ako u bilo kojoj pravnoj nadležnosti postane nezakonito za Banku da izvršava svoje obaveze iz ovog ugovora ili da finansira ili održava zajam, Banka će o tome odmah obavestiti Zajmoprimca i može odmah da (i) obustavi ili otkáže neisplaćeni deo kredita i/ili (ii) zahteva prevremenu otplatu zajma s pripadajućom kamatom i svim drugim iznosima koji su dospeli ili nisu izmireni na osnovu ovog ugovora na datum koji Banka naznači u svom obaveštenju Zajmoprimcu.

#### 4.03A(5) PROPUST U INFORMISANJU ILI PRENOSU FINANSIJSKIH POGODNOSTI

Ukoliko Banka utvrdi da Zajmoprimac, preko Agenta i relevantnog ugovora o posredovanju, nije informisao krajnje korisnike o podršci Banke u skladu sa članom 6.02, i/ili nije preneo finansijsku pogodnost na krajnje korisnike u skladu sa članom 6.02, može zahtevati od Zajmoprimca da otplati prevremeno deo zajma u pogledu kojeg nije preneto nimalo ili dovoljno finansijske koristi krajnjim korisnicima. Zajmoprimac treba da izvrši uplatu iznosa koji se potražuje na dan koji je utvrdila Banka, pri čemu taj dan pada ne ranije od 30 (trideset) dana od datuma podnošenja zahteva.

#### 4.03B Načini prevremene otplate

Bilo koji iznos koji Banka zahteva u skladu sa članom 4.03A, kao i sve kamate ili druge iznose koji su dospeli ili nisu otplaćeni na osnovu ovog ugovora, što bez ograničavanja uključuje i sva obeštećenja plativa na osnovu člana 4.03C i člana 4.04, plaćaju se na datum koji Banka naznači u svom obaveštenju.

#### 4.03C Obeštećenje za prevremenu otplatu

U slučaju događaja prevremene otplate koji podleže obeštećenju, obeštećenje, ako se naplaćuje, određuje se u skladu sa članom 4.02B.

#### 4.04 Opšte

Otplaćen ili prevremeno otplaćen iznos ne može ponovo da se pozajmljuje. Ovaj član 4. ne dovodi u pitanje član 10.

Ako Zajmoprimac prevremeno otplati tranšu na datum koji nije odgovarajući datum plaćanja, Zajmoprimac je dužan da obešteti Banku u iznosu koji Banka potvrdi kao potreban za nadoknađivanje štete prouzrokovane prijemom sredstava na dan koji nije odgovarajući datum plaćanja.

### ČLAN 5.

#### Plaćanja

#### 5.01 Metod određivanja broja dana

Svaki iznos koji dospeva na osnovu kamata, obeštećenja ili naknade od strane Zajmoprimca na osnovu ovog ugovora, a koji se izračunava za neki deo godine, utvrđuje se na osnovu sledećih metoda:

- (a) za dospelu kamatu i obeštećenja na osnovu tranše s fiksnom kamatnom stopom, računa se godina od 360 (trista šezdeset) dana i mesec od 30 (trideset) dana;
- (b) za dospelu kamatu i obeštećenja na osnovu tranše s promenljivom kamatnom stopom, računa se godina od 360 (trista šezdeset) dana ali 365 (trista šezdeset pet) dana (nepromenljivo) za GBP i PLN i stvaran broj proteklih dana; i

- (c) za naknade, računa se godina od 360 (trista šezdeset) dana ali 365 (trista šezdeset pet) dana (nepromenljivo) za naknade u GBP i PLN i stvaran broj proteklih dana.

#### **5.02 Vreme i mesto plaćanja**

Ako u ovom ugovoru ili u zahtevu Banke nije određeno drugačije, svi iznosi osim kamata, obeštećenja i glavnice plativi su u roku od 15 (petnaest) dana od dana kada Zajmoprimac primi zahtev Banke.

Svaki iznos plativ od strane Zajmoprimca na osnovu ovog ugovora biće plaćen na odgovarajući račun o kojem Banka obavesti Zajmoprimca. Banka će obavestiti o računu ne manje od 15 (petnaest) dana pre roka za prvu uplatu Zajmoprimca i obavestiće ga o svakoj promeni računa ne manje od 15 (petnaest) dana pre datuma prve uplate na koju se odnosi promena. Ovaj rok za obaveštavanje se ne primenjuje u slučaju plaćanja iz člana 10.

Zajmoprimac prilikom svakog plaćanja na osnovu ovog ugovora navodi broj ugovora („FI 82.642”) koji se nalazi na naslovnoj strani ovog ugovora.

Iznos koji je Zajmoprimac dužan da plati smatra se dospelim kada ga Banka primi.

Bilo koje isplate od strane Banke i plaćanja Banci na osnovu ovog ugovora vrše se na račun/-e prihvatljiv/-e za Banku. Da bi se otklonila sumnja, bilo koji račun na ime Zajmoprimca otvoren kod propisno ovlašćene finansijske institucije u pravnoj nadležnosti u kojoj Zajmoprimac ima sedište ili u kojoj se projekat realizuje smatra se prihvatljivim za Banku.

#### **5.03 Zabrana poravnanja od strane Zajmoprimca**

Sva plaćanja koja Zajmoprimac vrši na osnovu ovog ugovora obračunavaju se i vrše bez (odnosno bez ikakvih odbitaka na ime) poravnanja ili protivpotraživanja.

#### **5.04 Poremećaj platnih sistema**

Ako Banka (prema svom diskrecionom pravu) utvrdi da je nastupio događaj poremećaja ili ako Zajmoprimac obavesti Banku da je nastupio događaj poremećaja:

- (a) Banka može, i hoće ako to zatraži Zajmoprimac, da se konsultuje sa Zajmoprimcem radi postizanja dogovora o promenama u sprovođenju ili administriranju ovog ugovora, koje Banka može da smatra neophodnima u datim okolnostima;
- (b) Banka nema obavezu da se konsultuje sa Zajmoprimcem u vezi s promenama iz stava (a) ako to prema njenom mišljenju nije izvodljivo u datim okolnostima, a u svakom slučaju nema obavezu da pristane na takve promene; i
- (c) Banka ne odgovara ni za kakvu štetu, troškove ili gubitke koji nastanu kao posledica događaja poremećaja ili za preduzimanje, odnosno nepreduzimanje bilo kakve radnje na osnovu ovog člana 5.04 ili u vezi s njim.

#### **5.05 Upotreba primljenih sredstava**

- (a) Opšte

Iznosi primljeni od Zajmoprimca oslobađaju istog obaveze plaćanja samo ako su primljeni u skladu s odredbama ovog ugovora.

- (b) Delimična plaćanja

Ako Banka primi uplatu iznosa koji nije dovoljan da se izmire svi do tada dospeli i plativi iznosi koje Zajmoprimac duguje na osnovu ovog ugovora, Banka će tu uplatu upotrebiti:

- (i) prvo, u srazmernom plaćanju ili za srazmerno plaćanje svih neplaćenih naknada, troškova, obeštećenja i izdataka na osnovu ovog ugovora;
  - (ii) drugo, u plaćanju ili za plaćanje pripadajuće kamate koja je dospela, ali nije izmirena na osnovu ovog ugovora;
  - (iii) treće, u plaćanju ili za plaćanje dospele, a neizmirene glavnice na osnovu ovog ugovora; i
  - (iv) četvrto, u plaćanju ili za plaćanje bilo kog drugogospelog, a neizmirenog iznosa na osnovu ovog ugovora.
- (c) Raspodela iznosa u odnosu na tranše
- (i) U slučaju:
    - delimične dobrovoljne prevremene otplate tranše koja se otplaćuje u više rata, iznos prevremene otplate se srazmerno deli na svaku neizmirenu ratu ili se, na zahtev Zajmoprimca, raspodeljuje obrnutim redosledom dospeća;
    - delimične obavezne prevremene otplate tranše koja se otplaćuje u više rata, iznos prevremene otplate se koristi za smanjenje neizmirenih rata obrnutim redosledom dospeća.
  - (ii) Iznosi koje Banka primi na osnovu zahteva iz člana 10.01 koji se iskoriste za otplatu tranše umanjuju neizmirene rate obrnutim redosledom dospeća. Iznose primljene između tranši Banka može da upotrebi prema sopstvenom diskrecionom pravu.
  - (iii) U slučaju prijema iznosa za koje ne može da se utvrdi da li se odnose na određenu tranšu, i ako Banka i Zajmoprimac ne mogu da se dogovore kako će biti upotrebljeni, Banka može da ih upotrebi između tranši prema sopstvenom diskrecionom pravu.

## **ČLAN 6.**

### **Obaveze i izjave Zajmoprimca i Agenta**

Obaveze iz ovog člana 6. ostaju na snazi od dana zaključenja ovog ugovora sve dok ima neizmirenih iznosa na osnovu ovog ugovora ili dok je kredit na snazi.

*A. Obaveze vezane za projekte MSP i prioritetne projekte*

#### **6.01 Korišćenje zajma**

Agent je dužan da obezbedi da se sredstva zajma koriste isključivo za finansiranje projekata od strane posredničkih banaka na osnovu ugovora o posredovanju i ugovora o kreditiranju koji će biti zaključeni.

Zajmoprimac i Agent će obezbediti da na kraju perioda dodele sredstava i nakon toga zajam bude dodeljen u skladu sa Preambulom (2).

Primer ugovora o posredovanju i ugovora o kreditiranju dostavljaju se Banci na prethodno odobravanje.

#### **6.02 Ostale obaveze**

- A. Agent će, svakim ugovorom o posredovanju, obavezati odgovarajućeg posrednika da:
- (a) obezbedi da troškovi svakog projekta MSP i prioritnog projekta ne pređu 25.000.000 EUR (dvadeset pet miliona evra);
  - (b) obezbedi da iznos finansiranja od strane Banke iznosi (i) do 100% zajma koji je posrednik odobrio krajnjem korisniku, ali da pri tom ne prelazi protivvrednost od 12.500.000 EUR (dvanaest miliona pet stotina hiljada evra) za projekte MSP i preduzeća srednje tržišne kapitalizacije; i (ii) do 50% ukupnih troškova projekata iz sredstava Banke (uključujući i posredno preko drugih banaka) za prioritne projekte;
  - (c) na kraju perioda dodele sredstava potvrdi Banci, u formi o kojoj će se ugovorne strane sporazumeti na zadovoljstvo Banke, da je dodatni obim srednjoročnog i dugoročnog finansiranja MSP/preduzeća srednje tržišne kapitalizacije (s trajanjem dužim od dve (2) godine u kvalifikovanim sektorima, kako je predviđeno pratećim pismom/pismima) potpisanog u toku perioda dodele sredstava koje se ne finansira iz sredstava EIB za svakog posrednika najmanje jednak obimu zajma koji je Banka odobrila za MSP/preduzeća srednje tržišne kapitalizacije. Na zahtev Banke, Agent će pružiti dodatne informacije o tom dodatnom obimu finansiranja, ukoliko su te informacije dostupne;
  - (d) obezbedi da svaki krajnji korisnik bude obavešten, na način koji se smatra najprikladnijim, o poreklu sredstava koja mu se stavljaju na raspolaganje na osnovu ovog ugovora;
  - (e) obezbedi odgovarajuće obeležavanje proizvoda pominjanjem Banke u nazivu proizvoda ili u njegovoj dokumentaciji;
  - (f) na svoj odgovarajući veb-sajt/veb-sajt posvećen proizvodima za dugoročno finansiranje MSP postavi stranicu s informacijama o aktivnostima Banke u korist MSP, s kvalifikacionim kriterijumima i navođenjem povoljnih uslova koje Banka nudi;
  - (g) obezbedi da svaki ugovor o kreditiranju s krajnjim korisnikom zadovoljava uslove iz člana 6.02B;
  - (h) poštuje odredbe pratećeg pisma/pisama;
  - (i) svakog krajnjeg korisnika dopisom ili elektronskim putem upozna s podrškom koju Banka pruža. U takvom dopisu ili elektronskoj poruci potrebno je navesti da dotično finansiranje pomaže Banka i ukazati na razliku u ponuđenim uslovima koja je rezultat te pomoći; dalje, potrebno je obezbediti da finansijski uslovi koji važe za svaki ugovor o kreditiranju odražavaju pogodnosti finansiranja od strane Banke i da te pogodnosti, koje trenutno iznose (i) najmanje 50 b.p. (pedeset baznih poena, ali uz mogućnost izmene uz prethodnu pisanu saglasnost Banke) i (ii) dodatnih 30 b.p. (trideset baznih poena) na godišnjem nivou određenim krajnjim korisnicima za projekte poslovi za mlade Zapadnog Balkana, budu jasno naznačene krajnjem korisniku tako što će svaki ugovor o kreditiranju sadržati sledeću klauzulu:  
„Učešće Evropske investicione banke.

Evropska investiciona banka, finansijska institucija Evropske unije osnovana 1958. godine Rimskim ugovorom, učestvuje ravnopravno s lokalnim finansijskim institucijama u finansiranju investicionih programa koji su deo ciljeva Evropske unije. Pod uslovom da ovaj zajam zadovoljava sve kriterijume kvalifikovanosti za finansiranje od strane Evropske investicione banke. <POSREDNIK> odobrava korisniku ovog zajma finansijsku pogodnost koja se odražava u kamatnoj stopi, pod uslovima utvrđenim u odgovarajućim članovima ovog ugovora. Ta pogodnost iznosi 50 b.p. (pedeset baznih poena) – 80 b.p. (osamdeset baznih poena) u slučaju dodele za projekte poslovi za mlade Zapadnog Balkana u poređenju s kamatnom stopom na godišnjem nivou koju bi <POSREDNIK> obračunavao na ovaj kredit bez učešća Banke.”;

- (j) obezbedi da uslovi i odredbe ugovora o kreditiranju budu dosledni s ovim ugovorom, uključujući (bez ograničavanja) član 8.01;
  - (k) obezbedi da, u slučaju neusaglašenosti sa takvim obavezama, svaki ugovor o kreditiranju predviđa obavezu krajnjeg korisnika da prevremeno otplati iznos iz ugovora o daljem kreditiranju na zahtev Agentu;
  - (l) obezbedi da posrednici ostvaruju prava na osnovu ugovora o kreditiranju u odnosu na bilo kog krajnjeg korisnika na izričit zahtev Banke, npr. da zahtevaju dokaz o poštovanju klauzula o zaštiti životne sredine iz člana 6.02B(e) na zahtev Banke, i da Banci odmah proslede sve materijalno značajne informacije koje dobiju u vezi s takvim zahtevom.
- B. Agent će svakim ugovorom o posredovanju obavezati odgovarajućeg posrednika da na osnovu odgovarajućih ugovora o kreditiranju obaveže svakog krajnjeg korisnika da:
- (a) iznose primljene od Zajmoprimca koristi isključivo za sprovođenje konkretnog projekta MSP i prioritetnog projekta;
  - (b) održava, popravlja, remontuje i obnavlja sva sredstva koja su sastavni deo projekta MSP i prioritetnog projekta kako je potrebno da bi bila u ispravnom stanju za rad;
  - (c) se, kad god je dužan da poštuje pravila o javnim nabavkama u odgovarajućoj pravnoj nadležnosti, obaveže da će kupovati opremu, obezbeđivati usluge i naručivati radove za projekat MSP i prioritetni projekat koristeći prihvatljivi postupak nabavke koji je, prema mišljenju Banke, u skladu s politikom Banke iznetom u njenom *Vodiču za nabavke*;
  - (d) osigura sve radove i imovinu koji su sastavni deo projekta MSP i prioritetnog projekta kod osiguravajućih društava u skladu s uobičajenom praksom osiguranja u Republici Srbiji;
  - (e) (i) sprovodi i realizuje projekat MSP i prioritetni projekat u skladu sa Zakonom o zaštiti životne sredine; (ii) pribavi i održava potrebne ekološke dozvole za projekat MSP i prioritetni projekat; i (iii) poštuje uslove sadržane u tim ekološkim dozvolama;
  - (f) održava važenje svih odobrenja potrebnih za sprovođenje i funkcionisanje projekta MSP i prioritetnog projekta;



- (g) osim u slučaju da je Banka (preko Agentu) dala saglasnost u pisanom obliku, zadrži vlasništvo i državinu nad svom ili suštinski svom imovinom koja je sastavni deo projekta MSP i prioriternog projekta, odnosno da zameni i obnovi tu imovinu i održava suštinski neprekidno funkcionisanje projekta MSP i prioriternog projekta u skladu s njegovom prvobitnom namenom; s tim da Banka može da uskrati saglasnost samo ako bi predložena radnja ugrozila interes Banke kao davaoca zajma Zajmoprimcu ili zbog toga što projekat MSP i prioriterni projekat ne bi ispunjavao uslove za finansiranje od strane Banke u skladu s njenim statutom ili na osnovu člana 309. Ugovora o funkcionisanju Evropske unije;
- (h) vodi knjige i evidencije o svim finansijskim transakcijama i rashodima u vezi s projektom MSP i prioriternim projektom;
- (i) garantuje posredniku da, prema njegovim saznanjima, sredstva koja je taj krajnji korisnik uložio u projekat MSP i prioriterni projekat nisu nedozvoljenog porekla, uključujući i proizvode pranja novca ili proizvode vezane za finansiranje terorizma, te da odmah obavesti Agentu (preko Posrednika) ako sazna za nedozvoljeno poreklo tih sredstava;
- (j) odmah obavesti Agentu (preko Posrednika) o svakom navodu, pritužbi ili informaciji koja se odnosi na krivična dela u vezi s projektom MSP i prioriternim projektom;
- (k) zahteva isplate i sva plaćanja na osnovu ugovora o kreditiranju vrši s bankovnog računa koji je u ime tog krajnjeg korisnika otvoren kod propisno ovlašćene finansijske institucije u pravnoj nadležnosti u kojoj taj krajnji korisnik ima sedište, odnosno prebivalište ili gde taj krajnji korisnik realizuje konkretan projekat MSP i prioriterni projekat;
- (l) (i) u razumnom roku preduzme odgovarajuće mere prema svakom članu svojih upravnih organa koji je pravosnažnom sudskom odlukom osuđen za krivično delo počinjeno prilikom obavljanja dužnosti, kako bi obezbedio da takav krajnji korisnik (i/ili član njegovih upravnih organa) bude isključen iz svake aktivnosti u vezi sa sredstvima koja se stavljaju na raspolaganje na osnovu odgovarajućeg ugovora o kreditiranju ili u vezi s odgovarajućim projektom MSP i prioriternim projektom; i (ii) odmah obavesti Agentu (preko Posrednika) o svakoj meri koju takav krajnji korisnik preduzme na osnovu člana 6.02B(l)(i) ovog ugovora;
- (m) dozvoli licima koja imenuje Banka, kao i licima koja imenuju druge institucije ili tela Evropske unije kada to zahtevaju odgovarajuće obavezujuće odredbe prava Evropske unije:
  - (i) da posećuju lokacije, instalacije i radove koji su sastavni deo projekta MSP i prioriternog projekta;
  - (ii) da obavljaju razgovore s predstavnicima krajnjeg korisnika, te da ne ometa kontakte s bilo kojim drugim licem koje je uključeno u projekat MSP i prioriterni projekat ili na koje taj projekat utiče;

- (iii) da imaju uvid u knjige i evidencije krajnjeg korisnika u vezi s realizacijom projekta MSP i prioritnog projekta i imaju pravo na prepise s njima povezanih dokumenata, u meri u kojoj to zakon dozvoljava;
- (n) pruži Banci ili obezbedi da joj bude pružena sva potrebna pomoć u svrhe navedene u ovom članu;
- (o) sprovodi i realizuje projekat MSP i prioritni projekat u skladu s principima prava EU koji su neposredno primenljivi na krajnjeg korisnika i na projekat MSP i prioritni projekat;
- (p) ne bude uključen (i ne ovlasti ili dozvoli bilo kojoj svojoj podružnici ili licu koje deluje u njegovo ime da budu uključeni) u zabranjeno delovanje u vezi sa MSP i prioritnim projektom, tenderske procedure za MSP i prioritni projekat, ili bilo koje transakcije koja se razmatra ovim Ugovorom;
- (q) preduzme onu radnju koju Posrednik, Agent ili Banka opravdano traže da bi se ispitaio ili okončao navodni ili događaj za koji se sumnja da predstavlja bilo kakvo zabranjeno delovanje u vezi sa MSP i prioritnim projektom;
- (r) omogući da ugovori koji se finansiraju iz ovog Zajma sadrže neophodne odredbe da bi se omogućilo posredniku da istraži ili obustavi navodni ili događaj za koji se sumnja da predstavlja bilo kakvo zabranjeno delovanje u oblasti MSP i prioritnog projekta;
- (s) ne (i) uđe u poslovni odnos sa nekim sankcionisanim licem, ili (ii) da ne stavi na raspolaganje bilo koja sredstva ili u korist, posredno ili neposredno, nekom sankcionisanom licu;
- (t) preduzme u razumnom vremenskom okviru odgovarajuće mere u pogledu bilo kog člana njegovih upravnih tela, a koji:
  - (i) postane sankcionisano lice ili
  - (ii) predstavlja predmet pravosnažne i neopozive sudske presude u vezi sa zabranjenim delovanjem počinjenim tokom vršenja profesionalne dužnosti,
 kako bi se osiguralo da taj član bude suspendovan, otpušten ili u svakom slučaju isključen iz svake aktivnosti posrednika u vezi sa zajmom i sa MSP i prioritnim projektom;
- (u) garantuje i obavezuje se da Zajmoprimac, njihovi zaposleni i direktori ili bilo koje drugo lice koje deluje u njihovo ime ili pod njihovom kontrolom nije počinilo niti će počiniti (i) bilo koje zabranjeno delovanje u vezi sa MSP i prioritnim projektom ili bilo kojim drugim transakcijama koje se razmatraju ovim ugovorom; ili (ii) druge nelegalne aktivnosti iz oblasti finansiranja terorizma ili pranja novca;
- (v) izjavljuje da, prema njegovom saznanju i uverenju, i nakon sprovođenja odgovarajuće istrage, nikakva sredstva nisu investirana u MSP i prioritni projekat, niti je njegov akcijski kapital nelegalnog porekla, uključujući prihode od pranja novca ili u vezi sa finansiranjem terorizma;
- (w) obavezuje se da:

- (i) sprovede i radi na MSP i prioritetnom projektu u skladu sa standardima iz oblasti zaštite životne sredine i socijalnih pitanja; i
- (ii) dobije, sprovodi i usaglasi se sa neophodnim odobrenjima iz oblasti zaštite životne sredine i socijalnih pitanja u vezi sa MSP i prioritetnim projektom;

i u tom cilju, Agent se obavezuje da traži navedene dokaze (preko Posrednika) na zahtev Banke, kao i da prenese Banci bez odlaganja sve relevantne informacije dobijene kao odgovor na takav zahtev.

Agent je dužan da obezbedi (svakim ugovorom o posredovanju) da u svakom ugovoru o kreditiranju krajnji korisnik prihvati da Banka može da ima obavezu da podatke o krajnjem korisniku i/ili bilo kom projektu MSP i prioritetnom projektu dostavi nadležnoj instituciji ili telu Evropske unije u skladu s odgovarajućim obavezujućim odredbama prava Evropske unije.

U slučaju nepoštovanja ovih obaveza, Zajmoprimac ima pravo da zahteva prevremenu otplatu ugovora o kreditiranju.

Zajmoprimac i Agent će prava koja imaju na osnovu ugovora o posredovanju i/ili ugovora o kreditiranju koristiti i u interesu Banke.

- C. Zajmoprimac će formirati upravni odbor koji će činiti predstavnici Agenta, Ministarstva finansija, Ministarstva privrede i drugih relevantnih državnih organa da bi se obezbedilo sprovođenje projekta u skladu s komplementarnim merama politike.

#### *B. Opšte obaveze*

### **6.03 Poštovanje zakona**

Zajmoprimac i Agent će poštovati u svakom pogledu sve zakone i propise koji se na njih primenjuju.

### **6.04 Opšte izjave i garancije**

Zajmoprimac i Agent izjavljuju i garantuju Banci da:

- (a) je Agent centralna banka Republike Srbije i ima ovlašćenje da obavlja svoju delatnost onako kako je sada obavlja;
- (b) imaju ovlašćenje da potpišu, ispune i izvrše sve svoje obaveze na osnovu ovog ugovora i da su preduzete sve potrebne korporativne, akcionarske i ostale radnje koje ih ovlašćuju da potpišu, ispune i izvrše iste;
- (c) ovim ugovorom se za njih uspostavljaju zakonski važeće, obavezujuće i izvršive obaveze;
- (d) potpisivanje i izvršenje ovog ugovora, izvršavanje njihovih obaveza na osnovu ovog ugovora i poštovanje odredbi ovog ugovora nisu i neće biti:
  - (i) u suprotnosti ili sukobu s bilo kojim važećim zakonom, aktom, pravilom ili propisom niti s bilo kojom presudom, ukazom ili dozvolom koja se na njih primenjuje;

- (ii) u suprotnosti ili sukobu s bilo kojim ugovorom ili drugim instrumentom koji je za njih obavezujući, a za koji može opravdano da se očekuje da može da ima materijalno štetno dejstvo na njihovu sposobnost da izvršavaju svoje obaveze na osnovu ovog ugovora;
  - (iii) u suprotnosti ili sukobu s bilo kojom odredbom Zakona o Narodnoj banci Srbije („Službeni glasnik RS”, br. 72/03, 55/04, 85/05, 44/10, 76/12, 106/12, 14/15 i 40/15);
- (e) su najnoviji konsolidovani izveštaji Agenta koji su prošli reviziju, sačinjeni na osnovi koja je dosledna s prethodnim godinama i da su ih njegovi revizori odobrili kao istinit i verodostojan pregled rezultata njegovog poslovanja za tu godinu i tačno prikazuju ili rezervišu sve (stvarne ili potencijalne) obaveze Agenta;
  - (f) nije bilo nikakve materijalno štetne promene od datuma Odluke EIB;
  - (g) nikakav događaj ili okolnost koji predstavlja slučaj neispunjenja obaveza nije nastupio i ne traje neotklonjen ili neodbačen;
  - (h) nikakav parnični, arbitražni, upravni ili istražni postupak nije u toku niti, prema njihovim saznanjima, preči ili predstoji pred bilo kojim sudom, arbitražnim telom ili agencijom koji je doveo ili bi u slučaju negativnog ishoda mogao da dovede do materijalno štetne promene, niti protiv njih ili njihovih zavisnih pravnih lica postoji bilo kakva sudska presuda ili odluka koja nije u njihovu korist;
  - (i) prema njihovom saznanju, nikakva sredstva investirana u MSP i prioritetni projekat od strane Krajnjeg korisnika nisu nelegalnog porekla, uključujući proizvode pranja novca ili one vezane za finansiranje terorizma. U meri dozvoljenoj zakonom, Zajmoprimac i/ili Agent treba odmah da informišu Banku ukoliko u bilo kom trenutku postanu svesni nelegalnog porekla navedenih sredstava;
  - (j) Zajmoprimac i/ili Agent, njihovi zaposleni i direktori ili bilo koje drugo lice koje deluje u njihovo ime ili pod njihovom kontrolom nije počinilo niti će počiniti (i) bilo koje zabranjeno delovanje u vezi sa MSP i prioritetnim projektom ili drugim transakcijama definisanim Ugovorom; ili (ii) drugim nelegalnim aktivnostima iz oblasti finansiranja terorizma ili pranja novca;
  - (k) MSP i prioritetni projekat (uključujući bez ograničavanja, pregovaranje, dodelu i izvršenje ugovora finansiranih ili koji će se finansirati iz Zajma) nisu uključili u svoje aktivnosti niti dali povoda za neko zabranjeno delovanje;
  - (l) prema njihovom saznanju, nikakva sredstva investirana u MSP i prioritetne projekte od strane Agenta nisu nelegalnog porekla, uključujući proizvode pranja novca ili one vezane za finansiranje terorizma; i
  - (m) prema njihovom saznanju i uverenju (nakon što su izvršili pažljivu i odgovarajuću istragu) nijedna ekološka ili socijalna tužba nije pokrenuta niti je njome zaprečeno.

Zajmoprimac dalje izjavljuje i garantuje da su njegove obaveze plaćanja na osnovu ovog ugovora rangirane najmanje jednako (*pari passu*) u pogledu prava naplate sa svim drugim sadašnjim i budućim neobezbeđenim i nepodređenim obavezama na osnovu bilo kog dužničkog instrumenta koji je zaključio Zajmoprimac ili drugo lice u njegovo ime, izuzev obaveza koje su zakonom koji se uopšteno primenjuje na privredna društva određene kao obavezno prioritete.

Navedene izjave i garancije nastavljaju da važe i nakon potpisivanja ovog ugovora i smatra se da su, izuzev stava (f) napred, ponovljene na svaki planirani datum isplate i svaki datum plaćanja.

## **6.05 Integritet**

### **(a) Zabranjeno delovanje**

- (i) Zajmoprimac i/ili Agent neće učestvovati (i neće dati ovlašćenje ili dozvolu da bilo koja podružnica ili bilo koje drugo lice učestvuje u njihovo ime) u bilo kom zabranjenom delovanju u vezi sa MSP i prioriternim projektom, u bilo kojoj tenderskoj proceduri za MSP i prioritetni projekat ili u bilo kojoj transakciji koja se razmatra u ovom ugovoru;
- (ii) Zajmoprimac i/ili Agent se obavezuje da će preduzeti onu radnju koju Banka opravdano traži da bi se ispitaio ili okončao navodni ili događaj za koji se sumnja da predstavlja bilo kakvo zabranjeno delovanje u vezi sa MSP i prioriternim projektom;
- (iii) Zajmoprimac i/ili Agent se obavezuje da će obezbediti da Ugovori finansirani od ovog Zajma sadrže potrebne odredbe da se omogući Zajmoprimcu da ispita ili okonča svaki navodni ili događaj za koji se sumnja da predstavlja bilo kakvo zabranjeno delovanje u vezi sa MSP i prioriternim projektom.

### **(b) Sankcije**

Zajmoprimac i/ili Agent neće (i) stupiti u poslovni odnos sa nekim sankcionisanim licem, ili (ii) staviti na raspolaganje bilo koja sredstva ili u korist, neposredno ili posredno, nekom sankcionisanom licu.

Da bi se izbegla bilo kakva sumnja, navedeni stav se neće primenjivati ako tačke (i) i (ii) u tekstu iznad nisu zabranjene u skladu sa sankcionim listama.

### **(c) Upravljanje**

Zajmoprimac i Agent se obavezuju da će u razumnom vremenskom roku preduzeti odgovarajuće mere za bilo kog člana svojih upravnih tela koji:

- (i) postane sankcionisano lice ili;
- (ii) je predmet pravosnažne i neopozive sudske odluke u vezi sa zabranjenim delovanjem koje je počinjeno u toku obavljanja profesionalne dužnosti,

kako bi se osiguralo da taj član bude suspendovan, otpušten ili u svakom slučaju isključen iz svake aktivnosti Zajmoprimca u vezi sa zajmom i MSP i prioriternim projektom.

## **6.06 Zakornost sredstava koja se koriste za projekte MSP**

Agent garantuje da primenjuje preporuke Radne grupe OECD za finansijske aktivnosti.

Agent je dužan da obezbedi da se posrednici pridržavaju obaveza banaka koje su predviđene preporukama Radne grupe OECD za finansijske aktivnosti.

## **ČLAN 7.**

### **Obezbeđenje**

Obaveze iz ovog člana 7. ostaju na snazi od datuma zaključenja ovog ugovora sve dok je bilo koji iznos na osnovu ovog ugovora neizmiren ili dok je kredit na snazi.

#### **7.01 Rangiranje *Pari Passu***

Zajmoprimac je dužan da obezbedi da njegove obaveze plaćanja na osnovu ovog ugovora budu rangirane najmanje jednako (*pari passu*) u pogledu prava naplate sa svim drugim sadašnjim i budućim neobezbeđenim i nezavisnim obavezama na osnovu bilo kog instrumenta spoljnog duga koji je zaključio, izuzev obaveza koje su zakonom, koji se uopšteno primenjuje na privredna društva, određene kao obavezno prioritetne.

Naročito, ako Banka uputi zahtev iz člana 10.01 ili ako je slučaj neizvršenja ili potencijalni slučaj neizvršenja nastupio ili može da nastupi po bilo kom neobezbeđenom i nezavisnom instrumentu spoljnog duga Zajmoprimca, Zajmoprimac neće vršiti (niti odobriti) bilo kakvo plaćanje u vezi s drugim takvim instrumentima spoljnog duga (bilo da je redovno planirano ili ne) ukoliko istovremeno ne plati ili ne izdvoji na namenski račun za plaćanje na naredni datum plaćanja iznos jednak onom delu neizmirenog duga na osnovu ovog ugovora koji odgovara učešću konkretnog plaćanja po osnovu tog instrumenta spoljnog duga u ukupnom neizmirenom dugu po osnovu tog instrumenta. Za potrebe ove odredbe ne uzimaju se u obzir plaćanja po instrumentu spoljnog duga koja se vrše iz sredstava dobijenih emitovanjem drugog instrumenta koji su upisala suštinski ista lica koja imaju potraživanja i po dotičnom instrumentu spoljnog duga.

„**Instrument spoljnog duga**” u smislu ovog ugovora označava: (a) instrument, uključujući i priznanicu ili izvod iz računa, koji dokazuje ili uspostavlja obavezu otplate zajma, depozita, avansa ili sličnog produžetka kredita (uključujući, bez ograničavanja, i bilo koje produženje kredita na osnovu ugovora o refinansiranju ili reprogramu duga), (b) obavezu koja se dokazuje obveznicom, dužničkom hartijom od vrednosti ili sličnim pisanim dokazom o zaduženosti ili (c) garanciju koju je Zajmoprimac izdao za obavezu trećeg lica; pod uslovom da je ta obaveza u svakom od navedenih slučajeva: (i) uređena zakonskim sistemom različitim od zakona Zajmoprimca; ili (ii) plativa u valuti različitoj od valute zemlje Zajmoprimca; ili (iii) plativa licu koje je osnovano, domicilno, rezidentno ili ima sedište ili glavno mesto poslovanja izvan zemlje Zajmoprimca.

#### **7.02 Obezbeđenje**

U slučaju da Zajmoprimac trećem licu da bilo kakvo sredstvo obezbeđenja za bilo koji instrument spoljnog duga ili bilo kakvu prednost ili prioritet u vezi s njim, Zajmoprimac je dužan da, ukoliko to Banka zahteva, dostavi Banci jednako sredstvo obezbeđenja za izvršenje svojih obaveza iz ovog ugovora, odnosno da da Banci jednaku prednost ili jednak stepen prioriteta.

#### **7.03 Klauzule koje se naknadno unose**

Ako Zajmoprimac s bilo kojim drugim srednjoročnim ili dugoročnim finansijskim poveriocem zaključi ugovor o finansiranju koji uključuje klauzulu o gubitku rejtinga ili obavezu ili drugu odredbu u vezi s njegovim finansijskim pokazateljima, odnosno klauzulu koja je stroža od bilo koje odgovarajuće odredbe ovog ugovora, Zajmoprimac je dužan da o tome obavesti Banku i da, na zahtev Banke, potpiše sporazum kojim će izmeniti i dopuniti ovaj ugovor kako bi se osiguralo zaključenje odredbe jednake snage u korist Banke.

## ČLAN 8.

### Informacije

#### 8.01 Informacije o projektima MSP i prioritetnim projektima i krajnjim korisnicima

Agent će:

- (a) jednom godišnje dostavljati Banci i Zajmoprimcu podatke o ukupnom neizmirenom iznosu po ugovorima o kreditiranju ili pregled tih podataka;
- (b) obavestavati Banku i Zajmoprimca o korišćenju iznosa koje je primio od krajnjih korisnika putem dobrovoljne ili obavezne prevremene otplate zajma na osnovu ugovora o kreditiranju i o korišćenju tih iznosa;
- (c) bez nepotrebnog odlaganja obavestiti Banku i Zajmoprimca o svakom obaveštenju o raskidu bilo kog ugovora o posredovanju koje je Agent dostavio bilo kom posredniku, odnosno obaveštenja o raskidu bilo kog ugovora o kreditiranju koje je posrednik dostavio bilo kom krajnjem korisniku;
- (d) uopšteno obavestavati Banku i Zajmoprimca o svakoj činjenici ili događaju s kojim je upoznat, a koji, prema opravdanom mišljenju Agent, može bitno da ugrozi ili utiče na uslove realizacije ili funkcionisanja bilo kog projekta MSP i prioritetnog projekta ili na opšte stanje bilo kog krajnjeg korisnika;
- (e) dostaviti Banci sva dokumenta i informacije koje Banka opravdano zahteva u vezi s finansiranjem, sprovođenjem i funkcionisanjem svakog projekta MSP i prioritetnog projekta, kao i o aktivnostima i finansijskom stanju svakog krajnjeg korisnika;
- (f) na zahtev dostaviti Banci kopiju bilo kog ugovora o posredovanju ili ugovora o kreditiranju, kao i bilo kog dodatka ili izmene i dopune tog ugovora, s priloženim prevodom na engleski jezik;
- (g) čim postane upoznat sa time, ili čim bude informisan o tome od strane Krajnjeg korisnika na osnovu uslova Ugovora o kreditiranju, bez odlaganja informisati Banku o autentičnim navodima, pritužbama ili informacijama u vezi sa krivičnim prekršajima koji se tiču sredstava koja su postala raspoloživa u skladu sa Ugovorom o kreditiranju ili bilo kojim MSP i prioritetnim projektom;
- (h) čim postane upoznat sa time, ili čim je informisan o tome od strane Krajnjeg korisnika na osnovu uslova Ugovora o kreditiranju, bez odlaganja informisati Banku ukoliko u bilo kom trenutku sazna za nelegalno poreklo prihoda od pranja novca ili povezanih sa finansiranjem terorizma u vezi sa Ugovorom o kreditiranju ili MSP i prioritetnim projektom;

- (i) čim postane upoznat sa time, ili čim je informisan o tome od strane Krajnjeg korisnika u skladu sa uslovima Ugovora o kreditiranju, bez odlaganja informisati Banku o svakoj meri koju je sproveo Krajnji korisnik u skladu sa članom 6.02B (q);
- (j) informisati Banku o autentičnim navodima ili žalbama u pogledu zabranjenog delovanja koje se tiče MSP i prioritelnog projekta;
- (k) informisati Banku ako postane upoznat sa činjenicom ili informacijom koja potvrđuje ili opravdano navodi na to da je (i) došlo do zabranjenog delovanja u vezi sa MSP i prioritelnim projektom, ili (ii) u vezi sa drugim sredstvima;
- (l) informisati Banku ako postane upoznat sa činjenicom o nelegalnom poreklu sredstava koje investira ili sredstava investiranih u MSP i prioritelni projekat;
- (m) informisati Banku o svakom postupku ili protestu iniciranom ili svakom prigovoru podnetom od strane trećeg lica ili o autentičnoj pritužbi koju je primio Zajmoprimac ili o bilo kojoj ekološkoj ili socijalnoj tužbi koja je prema njegovom saznanju pokrenuta, predstoji ili se njom pretili;
- (n) informisati Banku o tome da Krajnji korisnik nije ispunio standarde u oblasti zaštite životne sredine ili socijalnih pitanja; i
- (o) informisati Banku o svakoj suspenziji, opozivu ili izmeni odobrenja u oblasti zaštite životne sredine ili socijalnih pitanja.

## **8.02 Informacije o Zajmoprimcu i Agentu**

- A. Zajmoprimac će odmah obavestiti Banku o nameri da uspostavi založno pravo nad bilo kojim delom svoje imovine u korist trećeg lica.
- B. Agent će:
  - (a) svake godine dostavljati Banci u roku od jednog (1) meseca od objavljivanja kopiju svog godišnjeg izveštaja, bilansa stanja, bilansa uspeha i izveštaja revizora; Agent će dostaviti sve dodatne podatke o svom opštem finansijskom stanju koje Banka zahteva;
  - (b) odmah obavestiti Banku o svakoj izmeni i dopuni Zakona o Narodnoj banci Srbije („Službeni glasnik RS”, br. 72/03, 55/04, 85/05, 44/10, 76/12, 106/12, 14/15 i 40/15) ili drugih osnovnih dokumenata.
- C. Zajmoprimac i Agent će odmah obavestiti Banku o:
  - (a) svakoj činjenici koja ga obavezuje da prevremeno otplati bilo koji finansijski dug ili finansiranje od strane Evropske unije;
  - (b) svakom događaju ili odluci koja predstavlja ili može da dovede do događaja prevremene otplate;
  - (c) svakoj činjenici ili događaju za koje se opravdano veruje da će u značajnoj meri sprečiti izvršavanje bilo koje obaveze Zajmoprimca ili Agentu na osnovu ovog ugovora;
  - (d) svakom slučaju neispunjenja obaveza koji je nastupio ili pretili ili se predviđa;
  - (e) svakom parničnom, arbitražnom, upravnom ili istražnom postupku koji je u toku ili pretili ili predstoji, a koji bi u slučaju negativnog ishoda mogao da dovede do materijalno štetne promene; i



- (f) uopšteno će odmah obavještavati Banku o svakoj činjenici ili događaju koji bi mogli da spreče izvršenje bilo koje obaveze Zajmoprimca i Agentu na osnovu ovog ugovora.

### **8.03 Istrage i informacije**

Zajmoprimac i Agent se obavezuju:

- (a) da će obavestiti Banku o svim istragama u vezi s integritetom članova upravnog odbora ili drugog administrativnog tela ili rukovodilaca Zajmoprimca ili Agentu;
- (b) da će, u meri u kojoj to zakon dozvoljava, obavestiti Banku o svakom materijalno značajnom arbitražnom, upravnom ili istražnom postupku pred sudom, upravnim organom ili drugim sličnim državnim organom koji je, prema njihovim saznanjima i uverenjima, u toku ili preči ili predstoji protiv Zajmoprimca, Agentu ili članova upravnih organa Zajmoprimca ili Agentu zbog krivičnih dela u vezi sa zajmom;
- (c) da će preduzeti sve radnje koje Banka opravdano zahteva kako bi ispitali i/ili okončali bilo koju radnju opisanu u članu 6.05 na koju ukazuju navodi ili sumnja;
- (d) da će obavestiti Banku o merama preduzetim za naknadu štete od osoba odgovornih za bilo kakav gubitak koji proizilazi iz bilo koje takve radnje; i
- (e) da će omogućiti svaku istragu koju Banka pokrene u vezi s bilo kojom takvom radnjom.

### **8.04 Posete od strane Banke**

Zajmoprimac i Agent će dozvoliti licima koja imenuje Banka, kao i licima koja imenuju druge institucije ili tela Evropske unije kada to zahtevaju odgovarajuće obavezujuće odredbe prava Evropske unije,

- (a) da obavljaju razgovore s predstavnicima Zajmoprimca i Agentu, te da ne ometa kontakte s bilo kojim drugim licem koje je angažovano u vezi sa zajmom ili na koje zajam utiče; i
- (b) uvid u knjige i evidencije Zajmoprimca i Agentu u vezi sa zajmom i pravljenje prepisa s njim povezanih dokumenata, u meri u kojoj to zakon dozvoljava.

Zajmoprimac i Agent će pružiti Banci ili obezbediti da joj bude pružena sva potrebna pomoć u svrhe navedene u ovom članu.

Zajmoprimac i Agent će omogućiti istragu od strane Banke i drugih nadležnih institucija ili tela Evropske Unije u vezi sa navodnim ili sumnjivim događanjem zabranjenog delovanja i pružiti Banci ili obezbediti da Banci bude pružena sva neophodna pomoć u svrhe opisane u ovom članu.

Zajmoprimac i Agent prihvataju da Banka može biti obavezna da obelodani informacije koje se tiču ovog ugovora i koje se odnose na Zajmoprimca, Agentu i projekte bilo kojoj nadležnoj instituciji ili telu EU, u skladu sa relevantnim obaveznim odredbama prava EU.

## **ČLAN 9.**

### **Troškovi i izdaci**

#### **9.01 Porezi, dažbine i naknade**

Zajmoprimac plaća sve poreze, dažbine, naknade i druge namete bilo koje vrste, uključujući i taksene marke i naknade za registraciju, koje proizilaze iz potpisivanja ili sprovođenja ovog ugovora ili bilo kog s njim povezanog dokumenta, kao i izrade, izvršenja, registracije ili izvršenja bilo kog sredstva obezbeđenja zajma, u meri u kojoj je primenljivo.

Zajmoprimac plaća celokupnu glavnicu, kamatu, obeštećenja i druge iznose koji dospevaju na osnovu ovog ugovora u bruto iznosu, bez odbitaka za bilo kakve državne ili lokalne namete, s tim da je Zajmoprimac, ako ima obavezu da izvrši takav odbitak, dužan da iznos koji plaća Banci uveća tako da nakon odbitka iznos koji Banka primi bude jednak dugovanom iznosu.

### **9.02 Ostali troškovi**

Zajmoprimac snosi sve troškove i izdatke, uključujući i stručne, bankarske ili troškove menjačkih poslova, nastale u vezi s pripremom, potpisivanjem, sprovođenjem i raskidom ovog ugovora ili bilo kog s njim povezanog dokumenta, bilo koje izmene, dopune ili odricanja u vezi s ovim ugovorom ili povezanog dokumenta, kao i izmene, uspostavljanja, upravljanja i realizacije bilo kog sredstva obezbeđenja zajma.

### **9.03 Uvećani troškovi, obeštećenje i poravnanje**

- (a) Ako je (i) Banka dužna da snosi dodatne troškove da bi finansirala ili izvršavala svoje obaveze na osnovu ovog ugovora, ili (ii) bilo koji iznos koji Banka potražuje na osnovu ovog ugovora ili finansijski prihod kod odobravanja kredita ili Zajma od strane Banke Zajmoprimcu umanjen ili ukinut, Zajmoprimac plaća Banci sve iznose ili izdatke koje je Banka imala.
- (b) Ne dovodeći u pitanje druga prava koja Banka ima na osnovu ovog ugovora ili bilo kog važećeg zakona, Zajmoprimac je dužan da nadoknadi Banci štetu i da je oslobodi od odgovornosti za bilo kakav gubitak koji nastane kao posledica bilo kakvog plaćanja ili delimičnog izvršenja na način drugačiji od onog koji je izričito predviđen ovim ugovorom.
- (c) Banka može sve dospеле obaveze Zajmoprimca na osnovu ovog ugovora (ukoliko je Banka njihov stvarni vlasnik) da poravna s bilo kojom obavezom (bilo da je dospela ili ne) koju Banka duguje Zajmoprimcu, nezavisno od mesta plaćanja, filijale knjiženja ili valute bilo koje od tih obaveza. Ako su obaveze u različitim valutama, Banka može bilo koju od njih da preračuna po tržišnom kursu koji primenjuje u svom redovnom poslovanju radi poravnanja. Ako bilo koja od ovih dveju obaveza nije obračunata ili utvrđena, Banka može da poravna iznos koji u dobroj veri proceni kao iznos te obaveze.

## **ČLAN 10.**

### **Slučajevi neispunjenja obaveza**

#### **10.01 Pravo na zahtevanje otplate**

Zajmoprimac će odmah otplatiti celokupan zajam ili deo zajma (u skladu sa zahtevom Banke), zajedno s pripadajućom kamatom i svim drugim dospelim, a neizmirenim iznosima na osnovu ovog ugovora, na pisani zahtev Banke u skladu sa sledećim odredbama.

##### **10.01A Hitan zahtev**

Banka može odmah da dostavi takav zahtev:

- (a) ako Zajmoprimac ne plati o dospeću bilo koji iznos plativ na osnovu ovog ugovora na predviđenom mestu i u predviđenoj valuti, osim ako je (i) neplaćanje prouzrokovano administrativnom ili tehničkom greškom ili događajem poremećaja i ako je (ii) plaćanje izvršeno u roku od 3 (tri) radna dana od dana dospeća;
- (b) ako je bilo koji podatak ili dokument dostavljen Banci od strane ili u ime Zajmoprimca ili Agentu ili bilo koja izjava ili garancija ili izveštaj koje Zajmoprimac daje ili se smatra da daje u ovom ugovoru ili u vezi s ovim ugovorom ili u vezi s pregovaranjem o zaključenju ili izvršenjem ovog ugovora netačan, nepotpun ili neistinit u bilo kom bitnom materijalnom pogledu;
- (c) ako se nakon neispunjenja obaveza od strane Zajmoprimca ili Agentu u vezi s bilo kojim zajmom ili bilo kojom obavezom koja proizilazi iz bilo koje finansijske transakcije koja nije zajam iz ovog ugovora:
  - (i) od Zajmoprimca ili Agentu zahteva ili može da se zahteva ili će se nakon isteka ugovornog perioda počeka koji se primenjuje od njih zahtevati ili moći da se zahteva da prevremeno otplate, podmire, zatvore ili pre dospeća otkazu taj drugi kredit ili obavezu; ili
  - (ii) otkáže ili obustavi bilo koja finansijska obaveza za taj drugi zajam ili obavezu;
- (d) ako Zajmoprimac nije u stanju da plaća svoje dugove o dospeću ili ako obustavi plaćanje svojih dugova ili ako izvrši ili zatraži poravnanje sa svojim poveriocima;
- (e) ako bilo koja aktivnost ili korak koji se preduzme u vezi sa raspuštanjem Agentu ili prestankom postojanja ili odlukom o obustavi sprovođenja celokupne ili bilo kojeg bitnog dela njegovog poslovanja ili aktivnosti;
- (f) ako hipotekarni poverilac dođe u posed bilo koje imovine Zajmoprimca ili Agentu ili je nad imovinom Zajmoprimca ili Agentu imenovan stečajni upravnik, likvidator, sudski imenovani likvidator, sudski imenovani stečajni upravnik ili slično službeno lice, bilo od strane nadležnog suda ili nadležnog upravnog organa;
- (g) ako Zajmoprimac ne ispunjava obaveze po osnovu bilo kog drugog zajma koji je odobrila Banka ili finansijskog instrumenta koji je zaključen s Bankom;
- (h) ako Zajmoprimac ne ispunjava bilo koju obavezu po osnovu bilo kog drugog zajma koji je primio iz sredstava Banke ili Evropske unije;
- (i) ako nastupi materijalno značajna negativna promena u poređenju sa stanjem Zajmoprimca ili Agentu na datum zaključenja ovog ugovora; ili
- (j) ako je nezakonito ili postane nezakonito da Zajmoprimac ili Agent izvršava bilo koju svoju obavezu na osnovu ovog ugovora ili ako ovaj ugovor ne proizvodi pravno dejstvo u skladu sa uslovima koji su u njemu sadržani ili ako Zajmoprimac ili Agent tvrdi da ovaj ugovor ne proizvodi pravno dejstvo u skladu sa uslovima koji su u njemu sadržani.

#### 10.01B Zahtev nakon opomene o ispravci

Banka takođe može da dostavi takav zahtev:

- (a) ako Zajmoprimac ili Agent ne ispunji neku obavezu koju ima na osnovu ovog ugovora, izuzev obaveza iz člana 10.01A; ili

- (b) ako Zajmoprimac ili Agent ne ispuni neku svoju obavezu iz pratećeg pisma, izuzev obaveza iz člana 10.01A; ili
- (c) ako se bilo koja činjenica navedena u Preambuli bitno promeni, a ne vrati se u suštinski isto stanje i ako ta promena dovodi u pitanje interese Banke kao davaoca zajma Zajmoprimcu ili negativno utiče na sprovođenje ili funkcionisanje bilo kog projekta MSP i prioritnog projekta,

osim ako je neispunjenje ili okolnost zbog koje je došlo do neispunjenja moguće ispraviti i ako se ispravi u razumnom roku naznačenom u obaveštenju koje Banka dostavi Zajmoprimcu ili Agentu.

#### **10.02 Ostala prava po zakonu**

Član 10.01 ne ograničava bilo koje drugo pravo Banke u skladu sa zakonom da zatraži prevremenu otplatu zajma.

#### **10.03 Obeštećenje**

##### **10.03A Tranše s fiksnom kamatnom stopom**

U slučaju zahteva iz člana 10.01 koji se odnosi na Tranšu s fiksnom kamatnom stopom, Zajmoprimac plaća Banci traženi iznos zajedno s obeštećenjem za prevremenu otplatu na bilo koji iznos glavnice koji je dospeo za otplatu. Takvo obeštećenje za prevremenu otplatu se obračunava od dana dospeća plaćanja navedenog u opomeni, a izračunava se na osnovu prevremene otplate koja je izvršena na datum naveden u zahtevu.

##### **10.03B Tranše s promenljivom kamatnom stopom**

U slučaju zahteva iz člana 10.01 koji se odnosi na tranšu s promenljivom kamatnom stopom, Zajmoprimac plaća Banci traženi iznos zajedno sa iznosom jednakim sadašnjoj vrednosti od 0,15% (petnaest baznih poena) na godišnjem nivou koja se obračunava i pripisuje na iznos glavnice koji treba prevremeno otplatiti na isti način na koji bi se kamata obračunavala i na koji bi pripisala da je taj iznos ostao neizmiren prema prvobitnom planu amortizacije tranše do datuma promene/konverzije kamate, ukoliko postoji, odnosno do datuma dospeća.

Vrednost se izračunava po eskontnoj stopi jednako stopi za prebacivanje koja se primenjuje od svakog relevantnog datuma plaćanja.

##### **10.03C Opšte**

Iznosi koje Zajmoprimac duguje u skladu s ovim članom 10.03 su plativi na datum prevremene otplate utvrđen u zahtevu Banke.

#### **10.04 Neodricanje od prava**

Činjenica da Banka nije izvršila, da je s kašnjenjem izvršila ili da je delimično izvršila bilo koje pravo ili pravno sredstvo koje ima na osnovu ovog ugovora ne može da se tumači kao odricanje od tog prava ili pravnog sredstva. Prava i pravna sredstva predviđena ovim ugovorom su kumulativna i ne isključuju ostvarivanje drugih prava ili pravnih sredstava predviđenih zakonom.

### **ČLAN 11.**

#### **Pravo i sudska nadležnost**

##### **11.01 Merodavno pravo**

Na ovaj ugovor primenjuju se zakoni Velikog vojvodstva Luksemburga.

**11.02 Sudska nadležnost**

Ugovorne strane ugovaraju nadležnost Suda pravde Evropskih zajednica.

**11.03 Mesto izvršenja**

Osim u slučaju da se Banka u pisanom obliku izričito saglasi s drugačijim rešenjem, mesto izvršenja ovog ugovora je sedište Banke.

**11.04 Dokaz o dospelim iznosima**

U bilo kom sudskom postupku koji proizilazi iz ovog ugovora, potvrda banke o iznosu ili stopi plativoj Banci će, ukoliko ne postoje očigledne greške, predstavljati *prima facie* dokaz o tom iznosu ili stopi.

**11.05 Izmene i dopune**

Izmene i dopune ovog ugovora vrše se u pisanom obliku, s potpisima ugovornih strana.

**ČLAN 12.****Završne klauzule****12.01 Obaveštenja upućena drugoj ugovornoj strani**

Obaveštenja i druga korespondencija upućena na osnovu ovog ugovora koje jedna strana upućuje drugoj, dostavljaju se na adresu ili broj telefaksa navedene u nastavku, odnosno na drugu adresu ili broj telefaksa o kojima jedna ugovorna strana prethodno obavesti drugu u pisanom obliku:

za Zajmoprimca

Ministarstvo finansija  
Kneza Miloša 20  
11000 Beograd, Republika Srbija  
Faks: + 381 11 3618961

za Banku

Attention: <OPS/MA/3-PUB SEC (SI,HR,WBs)>  
100 boulevard Konrad Adenauer  
L-2950 Luxembourg  
Faks: +352 437967487

za Agenta

Narodna banka Srbije  
Kralja Petra 12  
11000 Beograd, Republika Srbija  
Faks: +381 11 3027394

**12.02 Forma obaveštenja**

Sva obaveštenja i druga korespondencija na osnovu ovog ugovora moraju da budu u pisanom obliku.

Obaveštenja i druga korespondencija za koju su ovim ugovorom utvrđeni fiksni rokovi ili koja u sebi sadrži fiksne rokove koji obavezuju primaoca dostavlja se ličnom dostavom, preporučenom poštom ili faksimilom. Ta korespondencija smatra se isporučenom drugoj strani na datum dostave, odnosno datum preporučenog slanja, odnosno naznačeni datum prijema prenete poruke.

Druga obaveštenja i korespondencija dostavlja se ličnom dostavom, preporučenom poštom ili faksimilom ili, ukoliko se ugovorne strane o tome saglase u pisanom obliku, elektronskom poštom ili drugim oblikom elektronske komunikacije.

Ne dovodeći u pitanje valjanost obaveštenja dostavljenog faksimilom u skladu s prethodnim stavovima, kopija svakog obaveštenja dostavljenog faksimilom šalje se takođe i pismom odgovarajućoj ugovornoj strani, i to najkasnije narednog radnog dana.

Obaveštenja koje Zajmoprimac šalje u skladu s bilo kojom odredbom ovog ugovora se, ako Banka to zahteva, dostavljaju Banci zajedno sa zadovoljavajućim dokazima o ovlašćenju jednog ili više lica ovlašćenih za potpisivanje tog obaveštenja u ime Zajmoprimca i s overenim uzorcima potpisa tog/tih lica.

#### **12.03 Promene ugovornih strana**

Ni Zajmoprimac ni Agent ne mogu da ustupe ili prenesu prava ili obaveze koje imaju na osnovu ovog ugovora bez prethodne pisane saglasnosti Banke.

Banka može da ustupi sva ili deo svojih prava i pogodnosti ili da prenese (putem novacije, podučešća ili na drugi način) sva ili deo svojih prava, pogodnosti i obaveza na osnovu ovog ugovora uz prethodnu pisanu saglasnost Zajmoprimca, koja neće biti neopravdano uskraćena.

I pored navedenog, Banka može da ustupi sva ili deo svojih prava i pogodnosti ili da prenese (putem novacije, podučešća ili na drugi način) sva ili deo svojih prava, koristi i obaveza na osnovu ovog ugovora na Evropsku centralnu banku ili druge institucije EU uz dostavljanje prethodnog pisanog obaveštenja od strane Banke Zajmoprimcu.

#### **12.04 Stupanje na snagu**

Ovaj ugovor stupa na snagu kada Banka potvrdi Zajmoprimcu da je primila overenu kopiju Službenog glasnika Republike Srbije u kojem je objavljen zakon o ratifikaciji ovog ugovora od strane Narodne skupštine Republike Srbije.

#### **12.05 Preambula i prilozi**

Preambula i sledeći prilozi čine sastavni deo ovog ugovora:

Prilog A	Obrazac zahteva za dodelu sredstava
Prilog B	Definicija EURIBOR-a i LIBOR-a
Prilog C1	Obrazac zahteva za isplatu
Prilog C2	Obrazac potvrde Zajmoprimca
Prilog D	Promena i konverzija kamatne stope

U POTVRDU NAVEDENOG, ugovorne strane su naložile svojim predstavnicima da potpišu ovaj ugovor u četiri (4) istovetna originalna primerka na engleskom jeziku i da u njihovo ime parafiraju svaku stranu ovog ugovora.

U Beogradu,

2016. godine,

U Luksemburgu, 2016. godine,

potpisano za i u ime  
REPUBLIKE SRBIJE

Ministar finansija

Dr Dušan Vujović

potpisano za i u ime  
EVROPSKE INVESTICIONE BANKE

Savetnik za upravljanje      Pravni savetnik

Massimo CINGOLANI

Alessandro CAGNATO

potpisano za i u ime  
NARODNE BANKE SRBIJE

Guverner

Jorgovanka Tabaković



### Zahtev za dodelu sredstava

#### Finansijska institucija

Naziv:
Država:
Broj zajma:

#### Krajnji korisnik

Naziv:
Delatnost:

<u>MSP / MID-CAP</u>	<u>Finansijski podaci</u>	<u>Vlasništvo</u>	<u>Lokacija</u>
Zaposleni:	Neto osnovna sredstva:	Pravna forma:	Grad:
NACE klasifikacija:	Godišnji promet:	Javno:	Region:
	Podaci za godinu:		Država:
	Valuta:		Poštanski broj:

#### Potprojekat

Kratak opis:	Namena:
--------------	---------

<u>Troškovi</u>	<u>Sprovođenje</u>	<u>Očekivana nova radna mesta</u>	<u>Lokacija</u>
Iznos:	Od:	Radna mesta:	Grad:
Valuta:	Do:		Region:
			Država:
			Poštanski broj:

#### Samo za potprojekte u oblasti energetike i životne sredine

Organ koji izdaje odobrenje/licencu
Ušteda u oblasti energetike i životne sredine

#### Pod-finansiranje

Proizvod	Iznos (protivvrednost u EUR)	Valuta	Rok trajanja _____ meseci
----------	------------------------------	--------	---------------------------

#### Cena

Provizije:	Izbor kamate:	Datum:
	Opcija: fiksna	Smanjenje kamatne stope (u bps)
	Stopa: (p.a.)	

#### Raspodela traženog kredita

#### Procena uticaja na životnu sredinu, potrebna u skladu sa nacionalnim zakonodavstvom

Iznos	Da/Ne:
-------	--------

#### Ovim potvrđujemo:

1. Da je zahvaljujući finansiranju od strane EIB-a na Krajnjem korisnika preneti finansijska korist od najmanje 50 bps.
2. Sredstva EIB-a mogu dostići do 100% podfinansiranja odobrenih od strane Zajmoprimca Krajnjem korisniku, ali ne mogu premašiti ekvivalentan iznos od 12.500.000 EUR (dvanaest miliona pet stotina hiljada evra).
3. Sredstva EIB-a i drugih EU fondova ne prelaze 100% ukupnih troškova projekta.
4. Protiv Krajnjeg korisnika se ne vodi ni jedan pravni postupak pokrenut od strane Evropske komisije;
5. Krajnji korisnik ne obavlja delatnosti kao što su kockanje, stambena izgradnja mimo urbanističkih planova odnosno planova urbanističke obnove, proizvodnja, nabavka i trgovina oružjem, niti posluje u bilo kojim drugim sektorima koje EIB isključuje;

6. Krajnji korisnik će održavati, sanirati i obnoviti svu imovinu koja predstavlja deo potprojekta kako bi je održavao u funkcionalnom stanju.
7. Krajnji korisnik se obavezuje da sprovodi investiciju u skladu sa primenljivim nacionalnim zakonodavstvom u oblasti zaštite životne sredine.
8. Kad god je u obavezi da ispoštuje nacionalna pravila za javnu nabavku ili kao što je opisano u Vodiču za nabavku EIB , Krajnji korisnik se obavezuje da nabavi opremu, obezbedi usluge i naloži radove za investiranje preko otvorenog međunarodnog tendera ili drugog postupka nabavke koji je prihvatljiv za EIB. U Vodiču za nabavku EIB se može potražiti na:  
[http://www.eib.org/attachments/thematic/procurement\\_en.pdf](http://www.eib.org/attachments/thematic/procurement_en.pdf)

**Potpisi ovlašćenih lica:**

**Datum:**

**Finansijska institucija**

**Krajnji korisnik**

**DEFINICIJE EURIBOR-A I LIBOR-A**

## A. EURIBOR

„**EURIBOR**” označava:

- (a) u odnosu na relevantni period kraći od jednog meseca, objavljena stopa (u skladu s dolenađenom definicijom) za rok od jednog meseca;
- (b) u odnosu na relevantni period od jednog ili više meseci za koji je dostupna objavljena stopa, primenljivu objavljenu stopu za odgovarajući broj meseci; i
- (c) u odnosu na relevantni period od jednog ili više meseci za koji objavljena stopa nije dostupna, objavljena stopa dobijena linearnom interpolacijom iz dve objavljene stope, od kojih se jedna primenjuje na prvi period kraći od relevantnog perioda, a druga na prvi period duži od relevantnog perioda, (pri čemu je datum na koji se stopa uzima ili iz kojeg se stope interpoliraju „**reprezentativni period**”).

U smislu stavova (b) i (c) ovog člana, „dostupna” označava stope, za data dospeća, koja su izračunata i objavljena od strane Global Rate Set Systems Ltd (GRSS) ili bilo kog drugog dobavljača usluga izabranog od strane European Money Markets Institute (EMMI), pod pokroviteljstvom EMMI EURIBOR ACI ili bilo kog naslednika te funkcije EMMI i EURIBOR ACI kojeg odredi Banka.

„**Objavljena stopa**” je kamatna stopa na depozite u EUR za relevantni period objavljena u 11.00 časova po briselskom vremenu ili u kasnije vreme prihvatljivo za Banku na datum (u daljem tekstu: „**datum utvrđivanja**”) koji pada 2 (dva) relevantna radna dana pre prvog dana relevantnog perioda na stranici Reuters EURIBOR 01 ili na stranici koja je zamenjuje ili, ako nije objavljena tamo, objavljena bilo kojim drugim sredstvom objavljivanja koje u tu svrhu izabere Banka.

Ako takva stopa nije objavljena na navedeni način, Banka će zatražiti od glavnih poslovnica četiri prvorazredne banke u evrozoni koje odabere Banka da navedu stopu po kojoj svaka od njih u približno 11.00 časova po briselskom vremenu na datum utvrđivanja nudi depozite u EUR u uporedivom iznosu prvorazrednim bankama na međubankarskom tržištu evrozone za period jednak reprezentativnom periodu. Ako su dostavljene najmanje 2 (dve) kotacije, stopa za taj datum utvrđivanja izračunava se kao aritmetička sredina kotiranih stopa.

Ako su na zahtev dostavljene manje od 2 (dve) kotacije, stopa za taj datum utvrđivanja se izračunava kao aritmetička sredina stopa koje navedu prvorazredne banke u evrozoni koje odabere Banka u približno 11.00 časova po briselskom vremenu na dan koji pada 2 (dva) relevantna radna dana nakon datuma utvrđivanja, za zajmove u EUR u uporedivom iznosu koje odobravaju vodećim evropskim bankama za period jednak reprezentativnom periodu.

Ako stopa određena u skladu s gorenavedenim nije dostupna, EURIBOR će biti stopa (izražena kao procentualna stopa na godišnjem nivou) koju Banka odredi kao sveukupni trošak Banke za finansiranje odgovarajuće tranše na osnovu tada primenljive interno generisane referentne stope Banke ili stopa određena alternativnim metodom određivanja stope koji Banka odredi.

## B. LIBOR USD

„**LIBOR**” u odnosu na USD označava:

- (a) u odnosu na relevantni period kraći od jednog meseca, objavljena stopa (u skladu s dolenađenom definicijom) za rok od jednog meseca;
- (b) u odnosu na relevantni period od jednog ili više meseci za koji je dostupna objavljena stopa, primenljivu objavljenu stopu za odgovarajući broj meseci; i
- (c) u odnosu na relevantni period od jednog ili više meseci za koji objavljena stopa nije dostupna, objavljena stopa dobijena linearnom interpolacijom iz dve objavljene stope, od kojih se jedna primenjuje na prvi period kraći od relevantnog perioda, a druga na prvi period duži od relevantnog perioda,  
(pri čemu je datum na koji se stopa uzima ili iz kojeg se stope interpoliraju „**reprezentativni period**“).

U smislu stavova (b) i (c) ovog člana, „dostupna” označava „obračunatu i objavljenu” pod pokroviteljstvom ICE Benchmark Administration Limited (odnosno bilo kog naslednika te funkcije ICE Benchmark Administration Limited kojeg odredi Banka) za data dospeća.

„**Objavljena stopa**” je kamatna stopa na depozite u USD za relevantni period koju odredi Britansko udruženje banaka (odnosno bilo koji naslednik te funkcije Britanskog udruženja banaka kojeg odredi Banka) i koju objave prenosiooci finansijskih vesti u 11.00 časova po londonskom vremenu ili u kasnije vreme prihvatljivo za Banku na datum (u daljem tekstu: „**datum utvrđivanja**”) koji pada 2 (dva) londonska radna dana pre prvog dana relevantnog perioda.

Ako nijedan prenosilac finansijskih vesti kojeg Banka smatra prihvatljivim ne objavi takvu objavljenu stopu, Banka će zatražiti od glavnih londonskih poslovnica 4 (četiri) prvorazredne banke na londonskom međubankarskom tržištu koje odabere Banka da navedu stope po kojoj svaka od njih u približno 11.00 časova po londonskom vremenu na datum utvrđivanja nudi depozite u USD u uporedivom iznosu prvorazrednim bankama na londonskom međubankarskom tržištu za period jednak reprezentativnom periodu. Ako su dostavljene najmanje 2 (dve) kotacije, stopa za taj datum utvrđivanja izračunava se kao aritmetička sredina kotiranih stopa.

Ako su na zahtev dostavljene manje od 2 (dve) kotacije, Banka će zatražiti od glavnih njujorških poslovnica 4 (četiri) prvorazredne banke na njujorškom međubankarskom tržištu koje odabere Banka da navedu stope po kojoj svaka od njih u približno 11.00 časova po njujorškom vremenu na dan koji pada 2 (dva) njujorška radna dana nakon datuma utvrđivanja nudi depozite u USD u uporedivom iznosu prvorazrednim bankama na evropskom tržištu za period jednak reprezentativnom periodu. Ako su dostavljene najmanje 2 (dve) kotacije, stopa za taj datum utvrđivanja izračunava se kao aritmetička sredina kotiranih stopa.

Ako stopa određena u skladu s gorenavedenim nije dostupna, LIBOR će biti stopa (izražena kao procentualna stopa na godišnjem nivou) koju Banka odredi kao sveukupni trošak Banke za finansiranje odgovarajuće tranše na osnovu tada primenljive interno generisane referentne stope Banke ili stopa određena alternativnim metodom određivanja stope koji Banka odredi.

#### C. LIBOR GBP

„**LIBOR**” u odnosu na GBP označava:

- (a) u odnosu na relevantni period kraći od jednog meseca, objavljena stopa (u skladu s dolenađenom definicijom) za rok od jednog meseca;
- (b) u odnosu na relevantni period od jednog ili više meseci za koji je dostupna objavljena stopa, primenljivu objavljenu stopu za odgovarajući broj meseci; i

- (c) u odnosu na relevantni period od jednog ili više meseci za koji objavljena stopa nije dostupna, objavljena stopa dobijena linearnom interpolacijom iz dve objavljene stope, od kojih se jedna primenjuje na prvi period kraći od relevantnog perioda, a druga na prvi period duži od relevantnog perioda,

(pri čemu je datum na koji se stopa uzima ili iz kojeg se stope interpoliraju „**reprezentativni period**“).

U smislu stavova (b) i (c) ovog člana, „dostupna” označava „obračunate i objavljene” pod pokroviteljstvom ICE Benchmark Administration Limited (odnosno bilo kog naslednika te funkcije ICE Benchmark Administration Limited kojeg odredi Banka) za data dospeća.

„**Objavljena stopa**” je kamatna stopa na depozite u GBP za relevantni period koju odredi ICE Benchmark Administration Limited (odnosno bilo koji naslednik te funkcije ICE Benchmark Administration Limited kojeg odredi Banka) i koju objave prenosiooci finansijskih vesti u 11.00 časova po londonskom vremenu ili u kasnije vreme prihvatljivo za Banku na dan (u daljem tekstu: „**datum utvrđivanja**”) kada počinje relevantni period, odnosno, ako taj dan nije radni dan u Londonu, na prvi naredni radni dan.

Ako nijedan prenosilac finansijskih vesti kojeg Banka smatra prihvatljivim ne objavi takvu objavljenu stopu, Banka će zatražiti od glavnih londonskih poslovnica 4 (četiri) prvorazredne banke na londonskom međubankarskom tržištu koje odabere Banka da navedu stope po kojoj svaka od njih u približno 11.00 časova po londonskom vremenu na datum utvrđivanja nudi depozite u GBP u uporedivom iznosu prvorazrednim bankama na londonskom međubankarskom tržištu za period jednak reprezentativnom periodu. Ako su dostavljene najmanje 2 (dve) kotacije, stopa za taj datum utvrđivanja izračunava se kao aritmetička sredina kotiranih stopa.

Ako su na zahtev dostavljene manje od 2 (dve) kotacije, stopa za taj datum utvrđivanja se izračunava kao aritmetička sredina stopa koje navedu prvorazredne banke u Londonu (koje odabere Banka) u približno 11.00 časova po londonskom vremenu na datum utvrđivanja, za zajmove u GBP u uporedivom iznosu koje odobravaju vodećim evropskim bankama za period jednak reprezentativnom periodu.

Ako stopa određena u skladu s gorenavedenim nije dostupna, LIBOR će biti stopa (izražena kao procentualna stopa na godišnjem nivou) koju Banka odredi kao sveukupni trošak Banke za finansiranje odgovarajuće tranše na osnovu tada primenljive interno generisane referentne stope Banke ili stopa određena alternativnim metodom određivanja stope koji Banka odredi.

#### D. Opšte

Za potrebe gorenavedenih definicija:

- (a) „**londonski radni dan**” označava dan kada su banke otvorene za redovno poslovanje u Londonu, a „**njujorški radni dan**” označava dan kada su banke otvorene za redovno poslovanje u Njujorku.
- (b) Svi procenti dobijeni izračunavanjima u skladu s ovim prilogom se zaokružuju na najbliži stohiljaditi deo procentnog poena, a polovine se zaokružuju nagore.
- (c) Banka će bez odlaganja obavestiti Zajmoprimca o kotacijama koje Banka primi.

- (d) Ako bilo koja od gornjih odredbi postane nesaglasna s odredbama koje su usvojene pod pokroviteljstvom EMMI i EURIBOR ACI (odnosno bilo kog naslednika te funkcije EMMI i EURIBOR ACI kojeg odredi Banka) za EURIBOR, odnosno pod pokroviteljstvom ICE Benchmark Administration Limited (odnosno bilo kog naslednika te funkcije ICE Benchmark Administration Limited kojeg odredi Banka) za LIBOR, Banka može dostavljanjem obaveštenja Zajmoprimcu da izmeni i dopuni tu odredbu kako bi je uskladila s pomenutim odredbama.

**OBRAZAC ZAHTEVA ZA ISPLATU (ČLAN 1.02B)****C.1 Obrazac zahteva Zajmoprimca za isplatu**datum: 

Molimo vas da izvršite sledeću isplatu:

Naziv zajma (\*): Datum potpisa (\*):  FI broj ugovora: 

Valuta i traženi iznos	
Valuta	Iznos

Predloženi datum isplate: 

<b>KAMATA</b>	Osnov kamatne stope (čl. 3.01)	<input type="text"/>	<b>Rezervisano za Banku</b> (valuta ugovora)	Ukupan iznos kredita:	<input type="text" value="&lt;/&gt;"/>
	Stopa (% ili raspon) <sup>4</sup>	<input type="text"/>		Isplaćeno do sada:	<input type="text"/>
	Učestalost (čl. 3.01)	Godišnje <input type="checkbox"/> Polugodišnje <input type="checkbox"/> Kvartalno <input type="checkbox"/>		Preostalo <u>za</u> isplatu:	<input type="text"/>
	Datumi plaćanja (čl. 5)	<input type="text"/>		Tekuća isplata:	<input type="text"/>
	Datum promene/konverzije kamate (ukoliko postoji)	<input type="text"/>		Saldo <u>nakon</u> isplate:	<input type="text"/>
<b>KAPITAL</b>	Učestalost otplate	Godišnje <input type="checkbox"/> Polugodišnje <input type="checkbox"/> Kvartalno <input type="checkbox"/>	Rok za isplatu:	<input type="text"/>	
	Način otplate (čl. 4.01)	Jednake rate <input type="checkbox"/> Konstantni anuiteti <input type="checkbox"/> Jednokratno <input type="checkbox"/>	Maks. broj isplata:	<input type="text" value="&lt;/&gt;"/>	
	Prvi datum otplate	<input type="text"/>	Minimalna veličina tranše:	<input type="text" value="&lt;/&gt;"/>	
	Datum dospeća:	<input type="text"/>	Ukupno dodeljeno do sada:	<input type="text"/>	
			Odložni uslovi:	da / ne	

<sup>4</sup>Ako Agent u ime Zajmoprimca ovde ne navede određenu kamatnu stopu ili raspon, smatraće se da su Agent i Zajmoprimac saglasni sa kamatnom stopom ili rasponom koje je naknadno dostavila Banka u Obaveštenju o isplati, u skladu sa članom 1.02C(c).

Račun **Zajmoprimca** na koji se doznačuje isplata:

Račun br.: .....

**(molimo vas da navedete IBAN format u slučaju isplata u evrima,  
odnosno odgovarajući format za druge valute)**

Naziv i adresa banke: .....

Molimo pošaljite relevantne podatke na:

Ime/-na i potpis/-i ovlašćenog/-ih lica Zajmoprimca:

Broj faksa:



**OBRAZAC POTVRDE ZAJMOPRIMCA I AGENTA**

Prima: Evropska investiciona banka

Šalje: [Zajmoprimac i Agent]

<datum>

**Predmet: APEKS ZAJAM ZA MALA I SREDNJA PREDUZEĆA I DRUGE PRIORITETE III/B**

Ugovor o finansiranju između Evropske investicione banke i Republike Srbije i Narodne banke Srbije, od 13. juna 2016. godine (u daljem tekstu: **Ugovor o finansiranju**) FI broj 82.642; Serapis broj 2013-0072

---

Poštovani,

Izrazi definisani u Ugovoru o finansiranju imaju isto značenje kada se upotrebljavaju u ovom dopisu.

Za potrebe člana 1.04 Ugovora o finansiranju, ovim potvrđujemo sledeće:

- (i) nije uspostavljeno i ne postoji nikakvo sredstvo obezbeđenja koje zabranjuje član 7.02;
- (ii) nikakav događaj ili okolnost koji predstavlja ili bi protekom vremena ili dostavljanjem obaveštenja na osnovu ovog ugovora predstavljao slučaj neispunjenja obaveza, ili događaj prevremene otplate nije se dogodio i ne traje neotklonjen ili neodbačen;
- (iii) nikakav parnični, arbitražni, upravni ili istražni postupak nije u toku niti, prema našim saznanjima, preči ili predstoji pred bilo kojim sudom, arbitražnim telom ili agencijom koji je doveo ili bi u slučaju negativnog ishoda mogao da dovede do materijalno značajne negativne promene, niti protiv nas ili naših zavisnih pravnih lica postoji bilo kakva sudska presuda ili odluka koja nije u našu korist;
- (iv) izjave i garancije koje Zajmoprimac i Agent daju ili ponavljaju na osnovu člana 6.04 su tačne u svakom materijalno značajnom aspektu; i
- (v) nije nastupila nikakva materijalno značajna negativna promena.

S poštovanjem,

za i u ime [Zajmoprimca i Agenta]

datum:

**Promena i konverzija kamatne stope**

Ako je u obaveštenju o isplati tranše naveden datum promene/konverzije kamate, primenjuju se sledeće odredbe.

**A. Način promene/konverzije kamate**

Po prijemu zahteva za promenu/konverziju kamate, Banka će, u roku koji počinje 60 (šezdeset) dana, a završava se 30 (trideset) dana pre datuma promene/konverzije kamate, dostaviti Zajmoprimcu predlog za promenu/konverziju kamate u kojem će navesti:

- (a) fiksnu kamatu i/ili kamatnu maržu koja bi se primenjivala na tranšu, odnosno deo tranše naveden u zahtevu za promenu/konverziju kamate na osnovu člana 3.01; i
- (b) činjenicu da se ta stopa primenjuje do datuma dospeća ili do novog datuma promene/konverzije kamate, ako je određen, te da se kamata plaća kvartalno, polugodišnje ili godišnje unazad za prethodni period na naznačene datume plaćanja.

Zajmoprimac može u pisanom obliku da se saglasi s predlogom za promenu/konverziju kamate u roku koji je u tom predlogu naznačen.

Sve izmene i dopune Ugovora koje Banka zahteva u vezi s ovim vrše se zaključenjem sporazuma najkasnije 15 (petnaest) dana pre odgovarajućeg datuma promene/konverzije kamate.

**B. Dejstvo promene/konverzije kamate**

Ako Zajmoprimac propisno u pisanom obliku prihvati fiksnu kamatu ili kamatnu maržu na osnovu predloga za promenu/konverziju kamate, Zajmoprimac plaća pripadajuću kamatu na datum promene/konverzije kamate, a nakon toga na utvrđene datume plaćanja.

Do datuma promene/konverzije kamate, odgovarajuće odredbe Ugovora i obaveštenja o isplati primenjuju se na celokupnu tranšu. Od datuma promene/konverzije kamate nadalje, uključujući i taj datum, na tranšu (odnosno njen deo) primenjuju se odredbe sadržane u predlogu za promenu/konverziju kamate koje se odnose na novu kamatnu stopu ili kamatnu maržu do novog datuma promene/konverzije kamate, ako je određen, odnosno do datuma dospeća.

**C. Neizvršenje promene/konverzije kamate**

Ako Zajmoprimac ne podnese zahtev za promenu/konverziju kamate ili ne prihvati u pisanom obliku predlog za promenu/konverziju kamate za tranšu ili ako ugovorne strane ne zakluče izmenu i dopunu koju zahteva Banka u skladu sa stavom A ovog priloga, Zajmoprimac će otplatiti tranšu (ili njen deo) na datum promene/konverzije kamate, bez obeštećenja. Zajmoprimac će na datum promene/konverzije kamate otplatiti svaki deo tranše na koji ne utiče promena/konverzija kamate.

**Član 3.**

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.