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| **Ugovor o nalogu za isplatu zarada** | **Contract on Salary Payment** |
| Zaključen u Beogradu dana \_\_\_\_\_\_\_\_\_\_ godine, između: | Concluded in Belgrade on \_\_\_\_\_\_\_\_\_\_ between: |
| 1. Raiffeisen banke a.d. Beograd, Đorđa Stanojevića 16, MB 17335600, PIB 100000299, koju zastupaju g-din Zoran Petrović, predsednik izvršnog odbora i g-đa Tanja Glišin, član izvršnog odbora (u daljem tekstu: Banka) | 1. Raiffeisen banka a.d. Belgrade, 16, Đorđa Stanojevića Street, ID 17335600, Tax number 100000299, represented by Mr. Zoran Petrović, Chairman of the Managing Board and Mrs. Tanja Glisin, Member of the Managing Board (hereinafter: the “Bank”). |
| 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, matični broj \_\_\_\_\_\_\_\_\_\_\_\_\_\_, koga zastupa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, direktor, (u daljem tekstu: Klijent) | 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, company ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, general manager, (hereinafter referred to as: the “Client”) |
| **Preambula** | **Preamble** |
| Ugovorne strane saglasno konstatuju da:   * je Banka ovlašćena u skladu sa propisima Republike Srbije da obavlja poslove „pružaoca platnih usluga“, * je Klijent, klijent Banke kao „korisnik platnih usluga“. | The Parties jointly agree that:   * the Bank is authorized to perform, in accordance with the regulations of the Republic of Serbia, activities of “payment service providers “, * the Client is a client of the Bank as a “beneficiary of payment services “. |
| **PREDMET UGOVORA** | **SUBJECT OF THE CONTRACT** |
| **Član 1.**  Predmet ovog ugovora je nalog Klijenta Banci da u ime i za račun Klijenta, u skladu sa odredbama ovog Ugovora, vrši isplatu mesečnih zarada zaposlenima Klijenta. | **Article 1**  The subject of this Contract is the Client’s order to the Bank to perform in the name and for the account of the Client, in accordance with this Contract, monthly salary payments to the employees employed by the Client. |
| **OBAVEZE KLIJENTA** | **CLIENT’S OBLIGATIONS** |
| **Član 2.**  Klijent se obavezuje da:   * koristeći RaiffeisenOnLine aplikaciju elektronskog bankarstva, preko opcije Transfer dokumenta ili Hal E-bank preko opcija datoteke, dostavi Banci spisak zaposlenih kojima se ima izvršiti mesečna zarada, u skladu sa formatom koji je Prilog 1 ovog ugovora, a koji sadrži naloge zarada zaposlenih sa statusom rezidenta u RS, kao i pokriće za izvršenje naloga zaposlenih sa statusom nerezidenta u RS; * koristeći postojeći način dostave naloga, dostavi devizne naloge u dinarima za zaposlene koji imaju status nerezidenta u RS; * obezbedi pokriće na svom računu broj \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ za ukupan iznos sa spiska zaposlenih iz prethodnog stava; * pre slanja spiska zaposlenih sa iznosom neto zarada i ostalih primanja, izmiri sve poreze i doprinose nadležnim institucijama Republike Srbije koje terete zarade zaposlenih koje se isplaćuju u skladu sa ovim ugovorom. * spisak zaposlenih koji se šalje kao fajl, uvek ima jedinstveno imenovanje na nivou fajla * snosi odgovornost za ispravnost dostavljenih podataka u spisku zaposlenih * da poštuje u potpunosti format fajla/spiska zaposlenih koji je Prilog 1 ovog ugovora * posebnim zahtevom ovlasti osobu (vlasnika Hal E-bank ili RaiffeisenOnLine sertifikata) koja će slati spisak zaposlenih putem aplikacije elektronskog bankarstva. U slučaju kada se spisak zaposlenih šalje preko Hal E-bank elektronskog bankarstva, ista osoba istovremeno uvozi i šalje spisak zaposlenih Banci na izvršenje.   U slučaju kada se spisak zaposlenih šalje putem RaiffeisenOnLine aplikacije elektronskog bankarstva, postoji mogućnost definisanja posebnih ovlašćenja za uvoz i potpisivanje spiska zaposlenih, odnosno, definisanje pojedinačnog ili kolektivnog potpisivanja, bez obzira na ukupan iznos spiska zaposlenih koji se šalje. | **Article 2**  The Client undertakes to:   * deliver to the Bank, while using the RaiffeisenOnLine E-Banking application, through the option Transfer of document or via Hal E-bank, option data file, the list of employees to receive monthly salaries, according to the format enclosed as Schedule 1 to this Contract, which contains salary payment orders for employees with resident status in RS and RSD cover for employees having nonresident status in RS; * deliver to the Bank by using existing way of sending payment orders, FCY payment orders in RSD for the employees having nonresident status in RS; * provide an adequate balance in account no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the total amount from the list of employees from above paragraph; * settle all taxes and contributions, prior to sending the list of employees with amounts of net salaries and other remuneration, payable on employees’ salaries to the competent institutions in the Republic of Serbia according to this Contract. * send the list of employees as a file with a unique name * keep responsibility for accuracy of the delivered information in the list of employees * respect file format stated in Appendix 1, that is integral part of the contract * based on additional request to authorize user(s) in the e-banking applications (RaiffeisenOnLine or Hal E-bank) who will send the list of employees (payroll file) via e-banking application.   In the case when the list of employees is sent via Hal E-bank electronic banking, the same person simultaneously imports and sends the list of employees to the Bank for execution.  In the case when the list of employees is sent via the RaiffeisenOnLine electronic banking application, it is possible to define special authorizations for importing and signing the list of employees, i.e. defining individual or collective signing, regardless of the total amount of the list of employees that is sent. |
| **OBAVEZE BANKE** | **OBLIGATIONS OF THE BANK** |
| **Član 3.**  Banka se obavezuje da:   * Izvrši pojedinačne naloge sadržane u spisku zaposlenih istog dana ukoliko je spisak zaposlenih dostavljen do 15.30h radnim danom i obezbeđeno pokriće na računu u skladu sa Članom 2 ovog Ugovora (u daljem tekstu: račun pokrića). Radnim danom se podrazumeva svaki kalendarski dan, osim subote, nedelje i praznika u Republici Srbiji | **Article 3**  The Bank undertakes to:   * Execute individual orders from the list of employees on the same day if the list of employees has been submitted until 3.30pm on a business day and sufficient balance in the account according to Article 2 of this Contract (hereinafter: the “cover account”). On a business day it is understood that each calendar day, except Saturdays, Sundays and holidays in the Republic of Serbia. |
| **Član 4.**   * Banka će izvršiti pojedinačne naloge iz spiska zaposlenih jedino u slučaju kada na računu pokrića Klijenta ima dovoljno sredstava za realizaciju svih pojedinačnih naloga iz spiska zaposlenih. Banka će za ukupan iznos dostavljene specifikacije zadužiti račun Klijenta naveden u članu 2 ovog Ugovora. * U slučaju da spisak zaposlenih sadrži jedan ili više pojedinačnih naloga koji nisu u ispravnom formatu, Banka će odbiti ceo fajl (spisak zaposlenih), a Klijent je u obavezi da pošalje ponovo spisak zaposlenih * Banka će odbiti spisak zaposlenih ukoliko pod tim nazivom već postoji poslat spisak zaposlenih, odnosno, naziv fajla mora biti jedinstven * E-mail adresa za kontakt za pitanja u vezi sa ovim ugovorom: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Article 4**   * The Bank shall execute individual orders from the list of employees only in case when the balance in the Client’s account is enough for realization of all individual orders from the list of employees. The bank will debit Client’s account stated in the Article 2 of this Contract in total amount of the submitted list of employees. * In the case that the list of employees contains one or more single payment orders that are not in accordance with the format specified in the Appendix 1, the Bank will reject whole file, and Client should send new, corrected file again * The Bank will reject the list of the employees/file if that name already exists in a sent list of employees/files (sent file should have unique name) * Contact e-mail address for all issues related to this contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Član 5.**  Klijent se obavezuje da plati Banci, na ime izvršenja pojedinačnih naloga zarada u skladu sa ovim Ugovorom, naknadu u iznosu od:   1. RSD 6.000,00 jednokratno - registracija proizvoda 2. po svakom dinarskom nalogu kako sledi:  |  |  | | --- | --- | | Dinarski nalozi u korist računa kod Banke | Bez naknade | | Dinarski nalozi u korist računa kod druge domaće banke - do 300.000,00 | 55,00 RSD | | Dinarski nalozi u korist računa kod druge domaće banke - od 300.000,00 | 150,00 RSD |  1. Naknada po svakom deviznom nalogu u RSD će se obračunavati u skladu sa dodeljenom Tarifom klijenta.   Sve eventualne poreske obaveze koje mogu proizaći iz realizacije ovog Ugovora snosi Klijent. | **Article 5**  The Client undertakes to pay to the Bank for the execution individual salary payment orders in accordance with this Agreement as follow:   1. RSD 6.000,00 onetime fee – registration for the salary service 2. Fee for dinar payment orders:  |  |  | | --- | --- | | Dinar payment orders in favor of Raiffeisen bank account | Free of charge | | Dinar payment orders in favor of account of another domestic bank – up to 300.000,00 | 55,00 RSD | | Dinar payment orders in favor of account of other domestic bank – from 300.000,00 | 150,00 RSD |  1. Fee for FCY payment orders in RSD will be charged in accordance with clients Tariff   Any potential tax obligations that may arise from the realization of this Contract shall be covered by the Client. |
| **Član 6.**  U skladu sa Zakonom o obligacionim odnosima član 763, Banka ima založno pravo na sredstvima namenjenim za izvršenje Naloga i ista može iskoristiti za naplatu svih dospelih a neizmirenih obaveza iz člana 5*.* | **Article 6**  According to the Law on Contracts and Torts, Article 763, the Bank has a pledge right over the funds allocated for execution of Orders and the same can be used for collection of all past due liabilities referred to in Article 5. |
| **Član 7.**  Kako podaci iz spiska zaposlenih predstavljaju lične podatke zaštićene Zakonom o zaštiti podataka o ličnostima, svojim potpisom na ovom Ugovoru Klijent garantuje Banci da poseduje pisane saglasnosti svakog pojedinačnog lica iz Naloga za dostavljanje banci navedenih podataka.  Klijent je odgovoran za svaku štetu koju Banka može da pretrpi u slučaju nedostatka saglasnosti iz prethodnog stava. | **Article 7**  Given the fact that the details contained in the list of employees represent personal information protected by the Law on Protection of Personal Information, the Client shall guarantee by affixing his/her signature hereto to possess written approvals of each individual party involved in the Order for delivering mentioned information.  The Client is responsible for any damage that may be incurred on the Bank in due to the lack of approvals referred to in above paragraph. |
| **TRAJANJE I RASKID UGOVORA** | **PERIOD OF VALIDITY AND TERMINATION OF THE CONTRACT** |
| **Član 8.**  Ugovor se zaključuje na neodređeni vremenski period, s tim što ga obe strane mogu otkazati u otkaznom roku od 15 dana, koji počinje da teče od dana dostavljanja pismenog obaveštenja drugoj ugovornoj strani o otkazu ovog ugovora.  Urednom dostavom obaveštenja o otkazu ugovora smatra se slanje otkaza preporučenom poštom na adrese iz ovog ugovora.  Za vreme otkaznog roka, Klijent je dužan da izmiri sva dospela dugovanja prema Banci. | **Article 8**  This Contract is concluded for an indefinite period and may be terminated by either contractual party within a period of 15 days following the day of delivery of such written cancellation notice to the other party.  A cancellation notice sent to the addresses indicated herein shall be considered duly delivered.  During the notice period the Client is obliged to settle any and all matured obligations towards the Bank |
| **MERODAVNO PRAVO I NADLEŽNOST SUDA** | **GOVERNING LAW AND COURT JURISDICTION** |
| **Član 9.**  Na ovaj Ugovor će se primenjivati pravo Republike Srbije.  Ugovorne strane su saglasne da će sve eventualne sporove proistekle iz ovog ugovornog odnosa nastojati da reše sporazumno, a ukoliko dođe do sudskog spora, Ugovorne strane određuju nadležnost suda u Beogradu. | **Article 9**  This Contract shall be governed by the legislation of the Republic of Serbia.  The Parties agree that any potential disputes that may arise from this contractual relationship shall be settled amicably, whereas in case of court proceedings they acknowledge the jurisdiction of the court in Belgrade. |
| **ZAVRŠNE ODREDBE** | **FINAL PROVISIONS** |
| **Član 10.**  Svaka izmena ugovora moguća je isključivo u pisanoj formi.  Ugovor je zaključen u 2 (dva) istovetna primerka, jedan za Klijenta i jedan za Banku, na srpskom i engleskom jeziku i u slučaju neslaganja važeće su odredbe teksta na srpskom jeziku. | **Article 10**  Any amendment to the Contract can be made only in written form.  This Contract is made out in 2 (two) identical copies, one for the Client and one for the Bank, in Serbian and English language, and in case of discrepancy Serbian text shall prevail. |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Banka / For the Bank Klijent / For the Client** | |