

Z A K O N

O POTVRĐIVANJU SPORAZUMA O ZAJMU (DRUGI ZAJAM ZA RAZVOJNU POLITIKU ZELENOG RASTA U REPUBLICI SRBIJI) IZMEĐU REPUBLIKE SRBIJE I MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

Član 1.

Potvrđuje se Sporazum o zajmu (Drugi zajam za razvojnu politiku zelenog rasta u Republici Srbiji) između Republike Srbije i Međunarodne banke za obnovu i razvoj, koji je potpisan 11. i 19. marta 2025. godine, u originalu na engleskom jeziku.

Član 2.

Tekst Sporazuma o zajmu (Drugi zajam za razvojnu politiku zelenog rasta u Republici Srbiji) između Republike Srbije i Međunarodne banke za obnovu i razvoj, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

LOAN NUMBER 97790 - YF

Loan Agreement

(Second Serbia Green Transition Programmatic Development Policy Loan)

between

REPUBLIC OF SERBIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SERBIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, *inter alia*, of: (i) the actions which the Borrower has already taken under the Program, and which are described in Section I of Schedule 1 to this Agreement; and (ii) the Borrower's maintenance of an adequate macroeconomic policy framework. The Borrower and the Bank therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of one hundred fifty-three million seven hundred thousand Euro (EUR 153,700,000), as such amount may be converted from time to time through a Currency Conversion ("Loan").
- 2.02. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.03. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.04. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with Section 3.03 of the General Conditions and Schedule 2 to this Agreement.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
- (a) the Borrower and the Bank shall from time to time, at the request of either party, exchange views on the Borrower's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Borrower shall furnish to the Bank for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Bank shall reasonably request; and
 - (c) without limitation upon paragraph (a) and (b) of this Section, the Borrower shall promptly inform the Bank of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Bank is satisfied with the progress achieved by the Borrower in carrying out the Program and with the adequacy of the Borrower's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date one hundred and eighty days (180) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Borrower's Representative, who, *inter alia*, may agree to modification of the provisions of this Agreement on behalf of the Borrower through exchange of letters (unless otherwise determined by the Borrower and the Bank), is its Minister of Finance.

6.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Ministry of Finance
20 Kneza Milosa St.
11000 Belgrade
Republic of Serbia; and

(b) the Borrower's Electronic Address

is: Facsimile: E-mail:
(381-11) 3618-961 kabinet@mfin.gov.rs

6.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex: Facsimile:
248423(MCI) or 1-202-477-6391
64145(MCI)

AGREED and signed in English as of the Signature Date.

REPUBLIC OF SERBIA

By

Authorized Representative

Name: Sinisa Mali

Title: Finance Minister

Date: 19-Mar-2025

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Authorized Representative

Name: Nicola Pontara

Title: Country Manager

Date: 11-Mar-2025

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. Actions under the Program

The actions taken by the Borrower under the Program include the following:

1. The Borrower has increased transparency in budgetary process by: (i) introduction of tagging of “green” budget expenditures in order to make more transparent information on spending on environment and climate-related activities by enacting amendments to the Budget System Law, Article 35, related to budgetary instructions and Article 79 related to the content of the final account, as evidenced by amendments to the Budget System Law, published in the Borrower’s Official Gazette No. 94/2024, dated November 28, 2024; and (ii) adoption of the annual plan for expansion of the coverage of budget beneficiaries with gender responsive budget, as evidenced by the plan for introduction of the gender responsive budget in 2025, adopted by the Ministry of Finance on March 29, 2024.
2. The Borrower has introduced analysis and estimates of the possible fiscal impact of disasters-related events as the mandatory section of the Fiscal Strategy in order to include that information when assessing the medium-term fiscal framework starting with the 2026 Fiscal Strategy, by amending the Budget System Law, article 27, related to the content of the Fiscal Strategy, as evidenced by amendments to the Budget System Law, published in the Borrower’s Official Gazette No 94/2024, dated November 28, 2024.
3. (i) The Borrower has updated the regulatory framework for the implementation of the second auctions for renewable energy capacities, based on the amended Law on the Use of Renewable Energy Sources, published in the Borrower’s Official Gazette No. 35/2023, dated April 29, 2023, in order to increase renewable energy generation capacities, as evidenced by: 1) decree on the quota in the market premium system for wind farms, published in Borrower’s Official Gazette No. 90/2024, dated November 15, 2024; 2) decree on the quota in the market premium system for solar power plants, published in borrower’s official gazette no. 90/2024, dated November 15, 2024; 3) decision on the maximum offered price for electricity for the needs of auctions in the market premium system, published in Borrower’s Official Gazette No. 90/2024, dated November 15, 2024; and 4) amendments to the decree on market premium and feed in tariff published in Borrower’s Official Gazette No. 90/2024, dated November 15, 2024.

(ii) The Borrower has mandated the Ministry of Mining and Energy to formulate the hydrogen development and usage program in order to decrease GHG emissions in line with the EU Acquis, as evidenced by the amendments to the Energy Law, published in the Borrower’s Official Gazette No. 94/2024, dated November 28, 2024.

4. The Borrower has: (i) enabled implementation of the energy audit methodology as evidenced by the rulebook prescribing the content of the energy audit report according to the categories of the energy audit, published in Borrower's Official Gazette No. 63/2023, dated July 28, 2023; (ii) defined the legal framework for eco- design of various energy-related products in order to promote energy efficiency related activities, as evidenced by adopted Set of Rulebooks on the Product Eco- design published in Borrower's Official Gazette.
5. (i) The Borrower has approved the transformation of the legal form of the power company "Elektroprivreda Srbije" from a public enterprise into a joint-stock company, as evidenced by Government Decision 05 No.023-3090/2023, dated April 6, 2023, published in Borrower's Official Gazette No. 27/2023, dated April 7, 2023.

(ii) The Borrower through its Ministry of Environmental Protection has issued first GHG emissions permits to the thermal power, cogeneration and heating plants of the "Elektroprivreda Srbije" JSC, based on previously approved GHG emission monitoring plans, for the purpose of measurement and reporting of carbon emissions of "Elektroprivreda Srbije" JSC, pursuant to the provisions of the Law on Climate Change, as evidenced by the public list of issued permits, published by the Ministry of Environmental Protection.
6. The Borrower has created a legal and institutional environment to strengthen the economywide monitoring and reporting of GHG emissions, as evidenced by: 1) the rulebook on the content of the GHG inventory, published in Borrower's Official Gazette No. 55/2023 on July 7, 2023; 2) the decree on types of data, bodies and organizations that submit data, published in Borrower's Official Gazette No. 43/2023, dated May 5, 2023; 3) the rulebook on monitoring and reporting of GHG emissions that enabled the operationalization of a national MRV IT platform as well as the GHG permitting system (published in Borrower's Official Gazette No. 118/2023, dated December 28, 2023); and 4) the adoption and publication of the first national inventory of GHG emissions, as evidenced by the Government Decision 05 No. 353-11715/2024-2, dated December 5, 2024.
7. (i) The Borrower has developed a strategic and legislative framework for sludge management in order to align with the EU sludge legislation, as evidenced by: 1) the national sludge management program and action plan, published in the Borrower's Official Gazette No. 84/2023, dated October 5, 2023, and 2) the decree on sewage sludge management, published in Borrower's Official Gazette No. 103/2023, November 21, 2023.

(ii) The Borrower has adopted legislation needed for environmentally sound management and increased reuse and recycling rates of the construction waste by adopting the decree on management of construction and demolition waste, published in Borrower's Official Gazette No. 93/2023, dated October 27, 2023, as corrected pursuant to the corrigendum published in Borrower's Official Gazette No. 94/2023, dated October 30, 2023.

8. The Borrower has enabled issuance of emission permits through the new online portal by adopting: 1) the rulebook on the application for an integrated pollution prevention and control permit, as published in Borrower's Official Gazette No. 4/2024, dated January 19, 2024; and 2) the rulebook on the format and content of the application for integrated permit, published in Borrower's Official Gazette No. 4/2024, dated January 19, 2024.

Section II. Availability of Loan Proceeds

- A. General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.
- B. Allocation of Loan Amounts.** The Loan is allocated in: (a) a single withdrawal tranche, from which the Borrower may make withdrawals of the Loan proceeds; and (b) the amounts requested by the Borrower to pay the Front-end Fee. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	Amount of the Loan Allocated (expressed in EUR)
(1) Single Withdrawal Tranche	153,315,750
(2) Front-end Fee	384,250
TOTAL AMOUNT	153,700,000

C. Withdrawal Tranche Release Conditions.

No withdrawal shall be made of the Single Withdrawal Tranche unless the Bank is satisfied: (a) with the Program being carried out by the Borrower; and (b) with the adequacy of the Borrower's macroeconomic policy framework.

D. Deposit of Loan Amounts.

The Borrower, within thirty (30) days after the withdrawal of the Loan from the Loan Account, shall report to the Bank: (a) the exact sum received into the account referred to in Section 2.03 (a) of the General Conditions; (b) the details of the account to which the Serbian Dinar equivalent of the Loan proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Borrower's budget management systems; and (d) the statement of receipts and disbursement of the account referred to in Section 2.03 (a) of the General Conditions.

E. Closing Date. The Closing Date is March 31, 2026.

SCHEDULE 2

Commitment-Linked Amortization Repayment Schedule

The Borrower shall repay the principal amount of the Loan in accordance with the following table, which sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning April 15, 2028 through April 15, 2036	5.56%
On October 15, 2036	5.48%

APPENDIX

Section I. Definitions

1. “Budget System Law” means the Borrower’s law on the budget system, duly published in the Borrower’s Official Gazette No. 54/09, dated July 17, 2009, as amended pursuant to the amendments published in the Borrower’s Official Gazette: (i) No. 73/10, dated October 12, 2010; (ii) No. 101/10, dated December 29, 2010; (iii) No. 101/11, dated December 30, 2011; (iv) No. 93/12, dated September 28, 2012; (v) No. 62/13, dated July 16, 2013; (vi) No. 63/13, dated July 19, 2013 (corrigendum); (vii) No. 108/13, dated December 6, 2013; (viii) No. 142/14, dated December 25, 2014; (ix) No. 68/15, dated August 4, 2015 (other law); (x) No. 103/15, dated December 14, 2015; (xi) No. 99/16, dated December 12, 2016; (xii) No. 113/17, dated December 17, 2017; (xiii) No. 95/18, dated December 8, 2018; (xiv) No. 31/19, dated April 29, 2019; (xv) No. 72/19, dated October 7, 2019; (xvi) No. 149/20, dated December 11, 2020; (xvii) No. 118/21, dated December 9, 2021; (xviii) No. 118/21, dated December 9, 2021 (other law); (xix) No. 138/22, dated December 12, 2022; (xx) No. 92/23, dated October 27, 2023; and (xxi) No. 94/24, dated November 28, 2024.
2. “Elektroprivreda Srbije” or “Elektroprivreda Srbije, JSC” means the Borrower’s national power utility company registered at the Borrower’s business registers agency under identification number 20053658, and any successor thereto.
3. “Energy Law” means the Borrower’s law on energy, duly published in the Borrower’s Official Gazette No. 145/14, dated December 29, 2014, as amended pursuant to the amendments published in the Borrower’s Official Gazette: (i) 95/18, dated December 8, 2018 (other law); (ii) 40/21, dated April 22, 2021; (iii) 35/23, dated April 29, 2023; (iv) No. 62/23, dated July 27, 2023; and (v) No. 94/24, dated November 28, 2024.
4. “EU” means European Union.
5. “EU Acquis” means the collection of common rights and obligations that constitute the body of EU law, that is incorporated into the legal systems of EU member states.
6. “Fiscal Strategy” the document of the government of the Borrower that pursuant to the Budget System Law, states the fiscal policy goals and is submitted annually to the Borrower’s legislature.
7. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Development Policy Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.

8. "GHG" means greenhouse gases.
9. "Joint Stock Company" and the acronym "JSC" mean a legal form of a company referred to in Part 3, Chapter 4 of the Borrower's Companies law (the Borrower's Official Gazette nos. 36 of 27 May 2011, 99 of 27 December 2011, 83 of 5 August 2014 - other law, 5 of 20 January 2015, 44 of 8 June 2018, 95 of 8 December 2018, 91 of 24 December 2019 and 109 of 19 November 2021).
10. "Law on Climate Change" the Borrower's law on climate change duly published in the Borrower's Official Gazette No. 26/21 of 23 March 2021.
11. "Law on the Use of Renewable Energy Sources" means the Borrower's law on the use of renewable energy sources duly published in the Borrower's Official Gazette No. 40/2021, dated April 22, 2021, as amended pursuant to the amendments published in the Borrower's Official Gazette: (i) No. 35/23, dated April 29, 2023; and (ii) No. 94/24, dated November 28, 2024.
12. "Ministry of Mining and Energy" means the Borrower's ministry responsible for energy and the successor thereto.
13. "Ministry of Environmental Protection" means the Borrower's ministry responsible for environment and the successor thereto.
14. "Ministry of Finance" means the Borrower's ministry responsible for finance and the successor thereto.
15. "MRV IT platform" means the information technology tool and related systems to enable the monitoring, reporting and verification of GHG emissions.
16. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter - dated January 17, 2025 - from the Borrower to the Bank declaring the Borrower's commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program's objectives.
17. "Serbian Dinar" means the Borrower's lawful currency.
18. "Set of Rulebooks on the Product Eco-design" means the following rulebooks on eco-design adopted by the Borrower: (a) rulebook on eco-design requirements for simple set top boxes (Borrower's Official Gazette No. 45/23 of 4 August 2023); (b) rulebook on eco-design requirements for standby and off mode, and networked standby, electric power consumption of electrical and electronic household and office equipment

(Borrower's Official Gazette No. 45/23 of 4 August 2023); (c) rulebook on eco-design requirements for solid fuel boilers (Borrower's Official Gazette No. 120/23 of 29 December 2023); (d) rulebook on eco-design requirements for solid fuel local space heaters (Borrower's Official Gazette No. 117/23 of 27 December 2023); (e) rulebook on eco-design requirements for power transformers (Borrower's Official Gazette No. 6/24 of 26 January 2024); (f) rulebook on eco-design requirements for domestic ovens, hobs and range hoods (Borrower's Official Gazette No. 11/24 of 14 February 2024); (g) rulebook on eco- design requirements for air conditioners and comfort fans (Borrower's Official Gazette No. 11/24 of 14 February 2024); (h) rulebook on eco-design requirements for local space heaters (Borrower's Official Gazette No. 47/24 of 24 May 2024); and (i) rulebook on eco-design requirements for vacuum cleaners (Borrower's Official Gazette No. 77/24 of 20 September 2024).

19. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
20. "Single Withdrawal Tranche" means the amount of the Loan allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.01 (*Front-end Fee; Commitment Charge; Exposure Surcharge*) is modified to read as follows:

"Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Borrower shall pay the Bank a Front-end Fee on the Loan amount at the rate specified in the Loan Agreement. Except as otherwise provided in Section 2.05 (b), the Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.

(b) The Borrower shall pay the Bank a Commitment Charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement. The Commitment Charge shall accrue from a date sixty (60) days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. Except as otherwise provided in Section 2.05 (c), the Borrower shall pay the Commitment Charge semi-annually in arrears on each Payment Date."

2. Section 3.04 (*Prepayment*) is modified to read as follows:

“Section 3.04. *Prepayment*

(a) After giving not less than forty-five (45) days' notice to the Bank, the Borrower may repay the Bank the following amounts in advance of maturity, as of a date acceptable to the Bank (provided that the Borrower has paid all Loan Payments due as at such date): (i) the entire Withdrawn Loan Balance as at such date; or (ii) the entire principal amount of any one or more maturities of the Loan. Any partial prepayment of the Withdrawn Loan Balance shall be applied in the manner specified by the Borrower, or in the absence of any specification by the Borrower, in the following manner: (A) if the Loan Agreement provides for the separate amortization of specified Disbursed Amounts of the principal of the Loan the prepayment shall be applied in the inverse order of such Disbursed Amounts, with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Loan maturities, with the latest maturity being repaid first.

(b) If, in respect of any amount of the Loan to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment, the provisions of Section 4.06 shall apply.”

3. In paragraphs originally numbered 73, 79 of the Appendix, the terms “Loan Payment”, “Payment Date” and “Variable Spread”, respectively are modified to read as follows:

“73. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any surcharge, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

“79. “Payment Date” means each date specified in the Loan Agreement occurring on or after the date of the Loan Agreement on which interest, Commitment Charge and other Loan charges and fees (other than the Front-end Fee) are payable, as applicable.”

4. The definitions in paragraphs 4 (Allocated Excess Exposure Amount); 51 (Exposure Surcharge); 93 (Standard Exposure Limit) and 99 (Total Exposure) in the Appendix are all deleted in their entirety and the remaining definitions and paragraphs (as the case may be) renumbered accordingly.

BROJ ZAJMA: 97790- YF

Sporazum o zajmu

(Drugi zajam za razvojnu politiku zelenog rasta u Republici Srbiji)

između

REPUBLIKE SRBIJE

i

MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ

SPORAZUM O ZAJMU

SPORAZUM je zaključen na Dan potpisivanja između REPUBLIKE SRBIJE (u daljem tekstu: „Zajmoprimac”) i MEĐUNARODNE BANKE ZA OBNOVU I RAZVOJ (u daljem tekstu: „Banka”) za potrebe pružanja finansijske podrške Programu (u skladu sa definicijom iz Dodatka uz ovaj Sporazum). Banka je donela odluku da pruži to finansiranje na osnovu, između ostalog: (i) radnji koje je Zajmoprimac već preduzeo u skladu sa Programom, i koje su opisane u Odeljku I Priloga 1 uz ovaj Sporazum; i (ii) činjenice da Zajmoprimac održava adekvatan okvir makroekonomskih politika. Zajmoprimac i Banka su se stoga sporazumeli o sledećem:

ČLAN I — OPŠTI USLOVI; ZNAČENJA REČI I IZRAZA

- 1.01. Opšti uslovi (kako su definisani u Dodatku uz ovaj Sporazum) primenjuju se na ovaj Sporazum i čine njegov sastavni deo.
- 1.02. Osim ako kontekst ne zahteva drugačije tumačenje, izrazi napisani velikim početnim slovom u ovom Sporazumu imaju značenja koja su im data u Opštim uslovima ili u Dodatku uz ovaj Sporazum.

ČLAN II — ZAJAM

- 2.01. Banka je saglasna da će Zajmoprimcu pozajmiti iznos od 153.700.000 evra (stopedesettri miliona i sedamsto hiljada evra), s tim da se taj iznos može povremeno konvertovati putem Konverzije valute (u daljem tekstu: „Zajam”).
- 2.02. Pristupna naknada iznosi jednu četvrtinu jednog procenta (0,25%) iznosa Zajma.
- 2.03. Naknada za angažovanje sredstava je četvrtina jednog procenta (0,25%) godišnje na Nepovučeni iznos Zajma.
- 2.04. Kamatna stopa je Referentna stopa uvećana za Varijabilnu maržu ili stopa koja se može primenjivati nakon Konverzije, pod uslovom da je ispunjen zahtev iz Stava 3.02(e) Opštih uslova.
- 2.05. Dani plaćanja su 15. april i 15. oktobar svake godine.
- 2.06. Glavnica Zajma otplaćuje se u skladu sa Odeljkom 3.03 Opštih uslova i Prilogom 2 ovog Sporazuma.
- 2.07. Bez ograničenja na odredbe Odeljka 5.05 Opštih uslova, Zajmoprimac će Banci bez odlaganja dostaviti informacije koje se odnose na ovaj Član II koje Banka može, povremeno, u razumnom obimu zahtevati.

ČLAN III — PROGRAM

- 3.01. Zajmoprimac izjavljuje da je posvećen Programu i njegovoj realizaciji. U tom smislu, i uz odredbe Odeljka 5.05 Opštih uslova:
- (a) Zajmoprimac i Banka će, povremeno, na zahtev bilo koje strane, razmenjivati stavove o okviru makroekonomske politike Zajmoprimca i napretku ostvarenom u realizaciji Programa;
 - (b) pre svake takve razmene stavova, Zajmoprimac će Banci na razmatranje i komentare podneti izveštaj o napretku ostvarenom u realizaciji Programa, detaljan u meri u kojoj to Banka može u razumnom obimu zahtevati; i
 - (c) bez ograničenja na odredbe tačaka (a) i (b) ovog Odeljka, Zajmoprimac će bez odlaganja obavestiti Banku o svakoj situaciji čije bi dejstvo za posledicu imalo značajno poništavanje ciljeva Programa ili bilo koje radnje preduzete u okviru Programa, uključujući svaku radnju iz Odeljka I Priloga 1 ovog Sporazuma.

ČLAN IV — PRAVNI LEKOVI NA RASPOLAGANJU BANCİ

- 4.01. Dodatni slučaj obustave nastupa ako nastupi situacija koja će ostvarenje Programa ili njegovog značajnog dela učiniti malo verovatnim.

ČLAN V — STUPANJE NA SNAGU; PRESTANAK

- 5.01. Dodatni uslov za stupanje na snagu sastoji se od toga da je Banka zadovoljna napretkom koji je Zajmoprimac ostvario u realizaciji Programa i sa adekvatnošću okvira makroekonomske politike Zajmoprimca.
- 5.02. Rok za stupanje na snagu je datum 180 (stoosamdeset) dana nakon Dana potpisivanja.

ČLAN VI — PREDSTAVNIK; ADRESE

- 6.01. Predstavnik Zajmoprimca, koji se, između ostalog, može saglasiti sa izmenama odredbi ovog Sporazuma u ime Zajmoprimca razmenom pisama (osim ako se Zajmoprimac i Banka ne saglase o drugom načinu) je ministar finansija Zajmoprimca.

6.02. U smislu Odeljka 10.01 Opštih uslova:

- (a) adresa Zajmoprimca je:

Ministarstvo finansija
Kneza Miloša 20
11000 Beograd
Republika Srbija; i

- (b) elektronska adresa Zajmoprimca je:

Telefaks:	Elektronska pošta:
(381-11) 3618-961	kabinet@mfin.gov.rs

6.03. U smislu Odeljka 10.01 Opštih uslova:

- (a) Adresa Banke je:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; i

- (b) elektronska adresa Banke je:

Teleks:	Telefaks:
248423(MCI) ili 64145(MCI)	1-202-477-6391

Strane su se SPORAZUMELE o prethodnom i potpisale englesku verziju na Dan potpisivanja.

Za

REPUBLIKU SRBIJU

Ovlašćeni predstavnik

Ime i prezime: Siniša Mali

Funkcija: Ministar finansija

Datum: 19. mart 2025. godine

Za

**MEĐUNARODNU BANKU
ZA OBNOVU I RAZVOJ**

Ovlašćeni predstavnik

Ime i prezime: Nikola Pontara

Funkcija: Menadžer za Srbiju

Datum: 11. mart 2025. godine

PRILOG 1

Aktivnosti Programa; Raspoloživost sredstava Zajma

Odeljak I. Aktivnosti u okviru Programa

Među radnjama koje je Zajmoprimac preduzeo u skladu sa Programom su sledeće:

1. Zajmoprimac je povećao transparentnost budžetskog procesa tako što je: (i) uveo obeležavanje „zelenih” rashoda u budžetu kako bi učinio transparentnijim informacije o potrošnji na ekološke i klimatske aktivnosti tako što je usvojio izmene i dopune Zakona o budžetskom sistemu, i to člana 35. koji se odnosi na uputstvo za pripremu budžeta i člana 79., koji se odnosi na sadržaj završnog računa, za šta je dokaz Zakon o izmenama i dopunama Zakona o budžetskom sistemu, objavljen u „Službenom glasniku” Zajmoprimca br. 94/2024, od 28. novembra 2024., i (ii) usvojio godišnji plan uvođenja rodno odgovornog budžetiranja u postupak pripreme i donošenja budžeta Republike Srbije za 2025. godinu, od strane Ministarstva finansija 29. marta 2024. godine.
2. Zajmoprimac je uveo analizu i procene mogućeg fiskalnog uticaja elementarnih nepogoda kao obavezni deo Fiskalne strategije, kako bi te informacije uključio u analizu srednjoročnog fiskalnog okvira, počevši od Fiskalne strategije za 2026. godinu, tako što je usvojio izmene i dopune Zakona o budžetskom sistemu i to člana 27. koji se odnosi na sadržaj Fiskalne strategije, za šta je dokaz Zakon o izmenama i dopunama Zakona o budžetskom sistemu, objavljen u „Službenom glasniku” Zajmoprimca br. 94/2024 od 28. novembra 2024. godine.
3. (i) Zajmoprimac je izmenio regulatorni okvir za sprovođenje druge aukcije za kapacitete koji koriste obnovljive izvore energije, na osnovu Zakona o izmenama i dopunama Zakona o korišćenju obnovljivih izvora energije objavljenog u „Službenom glasniku” Zajmoprimca br. 35/2023 od 29. aprila 2023. godine, radi povećanja kapaciteta za proizvodnju energije iz obnovljivih izvora, za šta su dokazi: 1) Uredba o kvoti u sistemu tržišne premije za vetroelektrane, objavljena u „Službenom glasniku” Zajmoprimca br. 90/2024 od 15. novembra 2024. godine; 2) Uredba o kvoti u sistemu tržišne premije za solarne elektrane, objavljena u „Službenom glasniku” Zajmoprimca br. 90/2024 od 15. novembra 2024. godine; 3) Odluka o maksimalno ponuđenoj ceni za električnu energiju za potrebe aukcija u sistemu tržišne premije, objavljena u „Službenom glasniku” Zajmoprimca br. 90/2024 od 15. novembra 2024. godine; i 4) Uredba o izmenama i dopunama Uredbe o tržišnoj premiji i fid-in tarifi, objavljena u „Službenom glasniku” Zajmoprimca br. 90/2024 od 15. novembra 2024. godine.
(ii) Zajmoprimac je zadužio Ministarstvo rudarstva i energetike da izradi Program razvoja i upotrebe vodonika u cilju smanjivanja emisija GHG u skladu sa Pravnim tekovinama EU, za šta je dokaz Zakon o izmenama i dopunama Zakona o energetici objavljen u „Službenom glasniku” Zajmoprimca br. 94/2024 od 28. novembra 2024. godine.
4. Zajmoprimac je: (i) omogućio primenu metodologije za sprovođenje energetskeg pregleda, za šta je dokaz usvojeni Pravilnik o sadržini izveštaja o sprovedenom energetskeg pregledu prema kategoriji energetskeg pregleda, koji je objavljen u „Službenom glasniku” Zajmoprimca br. 63/2023 od 28. jula 2023. godine; (ii) definisao pravni okvir za eko-dizajn raznih energetski relevantnih proizvoda u cilju promovisanja aktivnosti vezane za energetske efikasnost, za šta je dokaz

usvojen set pravilnika o eko-dizajnu proizvoda objavljen u „Službenom glasniku” Zajmoprimca.

5. (i) Zajmoprimac je odobrio transformaciju pravne forme „Elektroprivrede Srbije” iz javnog preduzeća u akcionarsko društvo, za šta je dokaz Odluka Vlade 05 br. 023-3090/2023 od 6. aprila 2023. godine, objavljena u „Službenom glasniku” Zajmoprimca br. 27/2023 od 7. aprila 2023. godine.
 (ii) Zajmoprimac je, posredstvom svog Ministarstva zaštite životne sredine, izdao prve dozvole za emisije GHG termoelektranama, pogonima za kogeneraciju i toplanama „Elektroprivrede Srbije” AD, na osnovu prethodno usvojenog plana monitoringa emisija GHG, za monitoring i izveštavanje o emisijama ugljen-dioksida „Elektroprivrede Srbije” AD, u skladu sa odredbama Zakona o klimatskim promenama, za šta je dokaz javno dostupan Registar izdatih dozvola, objavljen od strane Ministarstva zaštite životne sredine.
6. Zajmoprimac je kreirao pravni i institucionalni okvir za jačanje monitoringa emisija GHG i izveštavanja o njima tako što je usvojio: 1) Pravilnik o sadržini Nacionalnog inventara gasova sa efektom staklene bašte, objavljen u „Službenom glasniku” Zajmoprimca br. 55/2023 od 7. jula 2023. godine; 2) Uredbu o vrstama podataka, organima i organizacijama i drugim fizičkim i pravnim licima koja dostavljaju podatke za izradu nacionalnog inventara gasova sa efektom staklene bašte, objavljen u „Službenom glasniku” Zajmoprimca br. 43/2023 od 5. maja 2023. godine; 3) Pravilnik o monitoringu i izveštavanju o emisijama gasova sa efektom staklene bašte kojim se omogućava operacionalizacija nacionalne informatičke platforme za monitoring, izveštavanje i verifikaciju za izdavanje dozvola za emisije gasova sa efektom staklene bašte (MRV IT platforma), objavljen u „Službenom glasniku” Zajmoprimca br. 118/2023 od 28. decembra 2023. godine; i 4) usvojio i objavio prvi nacionalni inventar gasova sa efektom staklene bašte, za šta je dokaz Odluka Vlade Republike Srbije 05 br. 353-11715/2024-2 od 5. decembra 2024. godine.
7. (i) Zajmoprimac je kreirao strateški i zakonski okvir za upravljanje muljem u cilju usaglašavanja sa propisima EU o mulju, za šta je dokaz: 1) usvojen Program upravljanja muljem u Republici Srbiji sa Akcionim planom, objavljen u „Službenom glasniku” Zajmoprimca br. 74/2023 od 5. oktobra 2023. godine, i (2) usvojena Uredba o upravljanju muljem iz postrojenja za prečišćavanje komunalnih otpadnih voda, objavljena je u „Službenom glasniku” Zajmoprimca br. 103/2023 od 21. novembra 2023. godine.
 (ii) Zajmoprimac je usvojio zakonski okvir neophodan za upravljanje građevinskim otpadom na način koji je odgovoran prema životnoj sredini i za podizanje stepena ponovnog korišćenja i recikliranja usvojivši Uredbu o načinu i postupku upravljanja otpadom od građenja i rušenja, objavljen u „Službenom glasniku” Zajmoprimca br. 93/2023 od 27. oktobra 2023. godine, koja je ispravljena u skladu sa ispravkom objavljenom u „Službenom glasniku” Zajmoprimca br. 94/2023 od 30. oktobra 2023. godine.
8. Zajmoprimac je omogućio izdavanje integrisanih dozvola putem novog elektronskog portala tako što je usvojio: 1) Pravilnik o sadržini i izgledu integrisane dozvole, objavljen u „Službenom glasniku” Zajmoprimca br. 4/2024 od 19. januara 2024. godine, i 2) Pravilnik o sadržini, izgledu i načinu popunjavanja zahteva za izdavanje integrisane dozvole, objavljen u „Službenom glasniku” Zajmoprimca br. 4/2024 od 19. januara 2024. godine.

Odeljak II. Raspoloživost sredstava Zajma

- A. Opšta odredba.** Zajmoprimac može povlačiti sredstva Zajma u skladu sa odredbama ovog Odeljka i eventualnim drugim instrukcijama koje Banka može doneti davanjem obaveštenja Zajmoprimcu.
- B. Raspodela sredstava Zajma.** Zajam se raspodeljuje na: (a) jedinstvenu tranšu povlačenja sredstava, iz koje Zajmoprimac može povlačiti sredstva Zajma; i (b) iznose koje Zajmoprimac može zahtevati u cilju plaćanja Pristupne naknade. Raspodela sredstava Zajma u tom smislu navedene su u sledećoj tabeli:

Alokacija	Iznos opredeljenih sredstava Zajma (izražen u EUR)
(1) Jedinstvena tranša povlačenja sredstava	153.315.750
(2) Pristupna naknada	384.250
UKUPNI IZNOS	153.700.000

C. Uslovi za povlačenje tranši Zajma.

Ne može se povući jedinstvena tranša zajma sve dok Banka nije zadovoljna: (a) napretkom koji je Zajmoprimac ostvario u realizaciji Programa; i (b) adekvatnošću okvira makroekonomske politike Zajmoprimca.

D. Deponovanje sredstava Zajma.

Zajmoprimac će, u roku od trideset (30) dana od povlačenja Zajma sa Računa zajma, obavestiti Banku o: (a) tačnom iznosu primljenom na račun iz Odeljka 2.03 (a) Opštih uslova; (b) podacima o računu na koji će se knjižiti dinarska protivvrednost sredstava Zajma; (c) zapis o knjiženju odgovarajućeg iznosa u sistemima upravljanja budžetom Zajmoprimca; i (d) izveštaj o prilivima i odlivima na računu iz Odeljka 2.03 (a) Opštih uslova.

E. Datum završetka. Datum završetka je 31. mart 2026. godine.

PRILOG 2**Plan oplate vezan za angažovana sredstva**

Zajmoprimac će otplatiti glavnice Zajma u skladu sa sledećom tabelom, koja određuje Datume za otplatu glavnice Zajma i procenite ukupnog iznosa glavnice Zajma koje se plaćaju svakog Datuma za otplatu glavnice („Udeo rate”).

Otplata glavnice

Datum plaćanja glavnice	Udeo rate
Svakog 15. aprila i 15. oktobra, počevši od 15. aprila 2028. godine sve do 15. aprila 2036. godine	5.56%
15. oktobra 2036. godine	5.48%

DODATAK

Odeljak I. Definicije

1. „Zakon o budžetskom sistemu” je zakon Zajmoprimca o budžetskom sistemu, objavljen u Službenom glasniku Zajmoprimca br. 54/09, od 17. jula 2009. godine, sa izmenama i dopunama objavljenim u „Službenom glasniku” Zajmoprimca: (i) br. 73/10, od 12. oktobra 2010; (ii) br. 101/10, od 29. decembra 2010; (iii) br. 101/11, od 30. decembra 2011; (iv) br. 93/12, od 28. septembra 2012; (v) br. 62/13, od 16. jula 2013; (vi) br. 63/13, od 19. jula 2013 (ispravka); (vii) br. 108/13, od 6. decembra 2013; (viii) br. 142/14, od 25. decembra 2014; (ix) br. 68/15, od 4. avgusta 2015 (dr. zakon); (x) br. 103/15, od 14. decembra 2015; (xi) br. 99/16, od 12. decembra 2016; (xii) br. 113/17, od 17. decembra 2017; (xiii) br. 95/18, od 8. decembra 2018; (xiv) br. 31/19, od 29. aprila 2019; (xv) br. 72/19, od 7. oktobra 2019; (xvi) br. 149/20, od 11. decembra 2020; (xvii) br. 118/21, od 9. decembra 2021; (xviii) br. 118/21, od 9. decembra 2021 (dr. zakon); (xix) br. 138/2022, od 12. decembra 2022; (xh) br. 92/23, od 27. oktobra 2023, i (xhi) br. 94/24, od 28. novembra 2024. godine.
2. „Elektroprivreda Srbije” ili „Elektroprivreda Srbije, AD” je nacionalna energetska kompanija Zajmoprimca registrovana u Agenciji za privredne registre Zajmoprimca pod brojem 20053658, i svaki pravni sledbenik.
3. „Zakon o energetici” je Zajmoprimčev Zakon o energetici, objavljen u Službenom glasniku Zajmoprimca br. 145/14, na dan 29. decembra 2014. godine, sa izmenama i dopunama objavljenim u „Službenom glasniku” Zajmoprimca: (i) 95/2018, od 8. decembra 2018. (drugi zakon); (ii) 40/2021, od 22. aprila 2021; (iii) 35/23, od 29. aprila 2023; (iv) 62/23, od 27. jula 2023; i (v) 94/24, od 28. novembra 2024. godine.
4. „EU” je Evropska unija.
5. „Pravne tekovine EU” je skup zajedničkih prava i obaveza koji čine celinu prava EU, koji su uključeni u pravne sisteme država članica EU.
6. „Fiskalna strategija” je dokument Zajmoprimca u kome se, u skladu sa Zakonom o budžetskom sistemu, navode ciljevi fiskalne politike i koji se svake godine podnosi zakonodavnom telu Zajmoprimca.
7. „Opšti uslovi” su „Opšti uslovi Međunarodne banke za obnovu i razvoj za finansiranje IBRD-a, finansiranje razvojnih politika” od 14. decembra 2018. (poslednji put izmenjeni i dopunjeni 15. jula 2023), sa izmenama i dopunama iz Odeljka II ovog Dodatka.
8. „GHG” su gasovi sa efektom staklene bašte.
9. „Akcionarsko društvo” i skraćenica „AD” označavaju pravnu formu preduzeća koja se navodi u Delu 3, Glava 4 Zakona o privrednim društvima Zajmoprimca (Službeni glasnik Zajmoprimca broj 36 od 27. maja 2011, 99 od 27. decembra 2011, 83 od 5. avgusta 2014 – drugi zakon, 5 od 20. januara 2015, 44 od 8. juna

2018, 95 od 8. decembra 2018, 91 od 24. decembra 2019 i 109 od 19. novembra 2021. godine).

10. „Zakon o klimatskim promenama” je Zakon Zajmoprimca o klimatskim promenama objavljen u Službenom glasniku Zajmoprimca br. 26/21, na dan 23. mart 2021. godine.
11. „Zakon o korišćenju obnovljivih izvora energije” je Zakon Zajmoprimca o korišćenju obnovljivih izvora energije objavljen u „Službenom glasniku” Zajmoprimca br. 40/2021, od 22. aprila 2021. godine i izmenjen u skladu sa izmenama objavljenim u „Službenom glasniku” Zajmoprimca: (i) br. 35/23, od 29. aprila 2023; i (ii) br. 94/24, od 28. novembra 2024. godine.
12. „Ministarstvo rudarstva i energetike” je ministarstvo Zajmoprimca zaduženo za energetiku, odnosno njegov pravni sledbenik.
13. „Ministarstvo zaštite životne sredine” je ministarstvo Zajmoprimca zaduženo za životnu sredinu, odnosno njegov pravni sledbenik.
14. „Ministarstvo finansija” je ministarstvo Zajmoprimca nadležno za javne finansije, odnosno njegov pravni sledbenik.
15. „MRV IT platforma” je alat informacionih tehnologija i povezani sistemi koji omogućavaju praćenje, izveštavanje i verifikaciju GHG emisija.
16. „Program” je program ciljeva, politika i radnji koje su definisane ili navedene u dopisu od 17.1.2025. godine, koji je Zajmoprimac uputio Banci i u kome se izražava posvećenost Zajmoprimca realizaciji Programa i zahteva pomoć od Banke u cilju podrške Programu tokom njegove realizacije i koji sadrži opis preduzetih radnji, uključujući i one iz Odeljka I Priloga 1 uz ovaj Sporazum i radnje koje će biti preduzete u skladu sa ciljevima programa.
17. „Srpski dinar” označava zvaničnu valutu Zajmoprimca.
18. “Set pravilnika o eko-dizajnu proizvoda” obuhvata sledeće pravilnike o eko-dizajnu koje je usvojio Zajmoprimac: (a) Pravilnik o zahtevima eko-dizajna za jednostavne set top boks uređaje („Službeni glasnik” Zajmoprimca br. 45/23 od 4. avgusta 2023. godine); (b) Pravilnik o zahtevima eko-dizajna u pogledu potrošnje električne energije u stanju pripravnosti, isključenom stanju i umreženom stanju pripravnosti za električne i elektronske uređaje u domaćinstvu i kancelarijama („Službeni glasnik” Zajmoprimca br. 45/23 od 4. avgusta 2023. godine); (c) Pravilnik o zahtevima eko-dizajna za kotlove na čvrsto gorivo („Službeni glasnik” Zajmoprimca br. 120/23 od 29. decembra 2023. godine); (d) Pravilnik o zahtevima eko-dizajna za lokalne grejače prostora na čvrsto gorivo („Službeni glasnik” Zajmoprimca br. 117/23 od 27. decembra 2023. godine); (e) Pravilnik o zahtevima eko-dizajna za energetske transformatore („Službeni glasnik” Zajmoprimca br. 6/24 od 26. januara 2024. godine); (f) Pravilnik o zahtevima eko-dizajna za pećnice, ploče za kuvanje i nape za domaćinstvo („Službeni glasnik” Zajmoprimca br. 11/24 od 14. februara 2024. godine); (g) Pravilnik o zahtevima eko-dizajna za uređaje za klimatizaciju i ventilatore („Službeni glasnik” Zajmoprimca br. 11/24 od 14. februara 2024. godine); (h) Pravilnik o zahtevima eko-dizajna za lokalne grejače prostora („Službeni glasnik” Zajmoprimca br.

47/24 od 24. maja 2024. godine); i (i) Pravilnik o zahtevima eko-dizajna za usisivače („Službeni glasnik” Zajmoprimca br. 77/24 od 20. septembra 2024. godine).

19. „Dan potpisivanja” je kasniji od dva datuma na koje su Zajmoprimac i Banka potpisali ovaj Sporazum, a ta definicija se primenjuje na svako navođenje „dana zaključenja Sporazuma o zajmu” u Opštim uslovima.
20. „Jedinstvena tranša povlačenja sredstava” je iznos Zajma opredeljen u kategoriji pod nazivom „Jedinstvena tranša povlačenja sredstava” u tabeli iz Tačke B Odeljka II Priloga 1 uz ovaj Sporazum.

Deo II. Izmene i dopune Opštih uslova

Opšti uslovi se ovim menjaju i glase:

1. Odeljak 3.01 (*Pristupna naknada; Naknada za angažovanje sredstava; Dodatna naknada za izloženost*) menja se i glasi:

„Odeljak 3.01. *Pristupna naknada; Naknada za angažovanje sredstava*

(a) Zajmoprimac će Banci platiti Pristupnu naknadu na iznos Zajma po stopi iz Sporazuma o zajmu. Osim ako Odeljkom 2.05 (b) nije propisano drugačije, Zajmoprimac će Pristupnu naknadu platiti najkasnije šezdeset (60) dana od Dana stupanja na snagu.

(b) Zajmoprimac će Banci platiti Naknadu za angažovanje sredstava na Nepovučeni iznos zajma po stopi iz Sporazuma o zajmu. Naknada za angažovanje sredstava obračunava se od dana koji nastupa šezdeset (60) dana od Dana zaključenja Sporazuma o zajmu do dana na koje Zajmoprimac povuče određene iznose sa Računa zajma odnosno otkáže određene iznose. Osim ako Odeljkom 2.05 (c) nije propisano drugačije, Zajmoprimac plaća Naknadu za angažovanje polugodišnje za prethodni period na svaki Dan plaćanja.”

2. Odeljak 3.04 (*Prevremena otplata*) menja se i glasi:

„Odeljak 3.04. *Prevremena otplata*

(a) Nakon što o tome obavesti Banku najmanje četrdeset pet (45) dana unapred, Zajmoprimac može otplatiti Banci sledeće iznose i pre njihovog dospeća na dan koji je prihvatljiv Banci (pod uslovom da je Zajmoprimac izvršio sva Plaćanja po osnovu Zajma koja su dospela do tog dana): (i) ukupni iznos Povučениh sredstava Zajma sa stanjem na taj dan; ili (ii) ukupni iznos glavnice bilo koje ročnosti Zajma ili više njih. Svaka delimična prevremena otplata Povučениh sredstava Zajma primenjuje se na način koji odredi Zajmoprimac, ili, u odsustvu određenja Zajmoprimca, na sledeći način: (A) ako je Sporazumom o zajmu predviđena odvojena amortizacija određenih Isplaćenih iznosa glavnice Zajma, prevremena otplata primenjuje se obrnutim redosledom takvih Isplaćenih iznosa, pri čemu se Isplaćeni iznos koji je povučen poslednji otplaćuje prvi i pri čemu se najskorija ročnost takvog Isplaćenog iznosa otplaćuje prva; i (B) u svim

drugim slučajevima, prevremena otpлата se primenjuje obrnutim redosledom ročnosti Zajma, pri čemu se najskorija ročnost otplaćuje prva.

(b) Ako je, u pogledu bilo kog iznosa Zajma koji se prevremeno otplaćuje, izvršena Konverzija i Period konverzije nije završen u trenutku prevremene otplate, primenjuju se odredbe Odeljka 4.06.”

3. U tačkama koje su prvobitno označene brojevima 73, 79 Dodatka, izrazi „Plaćanje Zajma”, „Dan plaćanja” i „Promenljiva marža” menjaju se i glase, redom:

„73. „Plaćanje Zajma” je svaki iznos koji su Strane zajma dužne da plate Banci u skladu sa Pravnim sporazumima, uključujući (ali nije ograničeno samo na to) bilo koji iznos Povučениh sredstava Zajma, kamatu, Pristupnu naknadu, Naknadu za angažovanje sredstava, kamatu po Stopi zatezne kamate (ako postoji), eventualnu dodatnu naknadu, transakcionu naknadu za Konverziju ili prevremeni prestanak Konverzije, eventualnu premiju koja se plaća za definisanje Maksimalne kamatne stope ili Raspona kamatne stope i eventualni Iznos za zatvaranje trgovinske pozicije koji je dužan da plati Zajmoprimac.”

„79. „Dan plaćanja” je svaki dan naveden u Sporazumu o zajmu koji nastupa na Dan zaključenja Sporazuma ili nakon tog dana i na koji dospevaju za plaćanje kamata, Naknada za angažovanje sredstava i druge naknade i takse vezane za Zajam (osim Pristupne naknade), prema slučaju.”

4. Definicije iz tačaka 4 (Opređeljeni iznos viška izloženosti); 51 (Dodatna naknada za izloženost); 93 (Standardna granica izloženosti) i 99 (Ukupna izloženost) Dodatka brišu se, a numeracija preostalih definicija i tačaka (prema slučaju) menja se shodno tome.

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori”.