

Based on Article 10 of the Regulation on Organizational Conditions for Providing Investment Services, Conducting Investment Activities and Additional Services, and Risk Management ("Official Gazette" RS, No. 77/2022), the General Assembly of Shareholders of the Broker-Dealer Company Tesla-Capital JSC Belgrade (hereinafter referred to as the "Company"), during the session held on December 28, 2022, has adopted:

## **RULEBOOK ON PROCEDURE ACCORDING TO CLIENTS COMPLAINTS**

### **1. INTRODUCTORY PROVISIONS**

#### **Article 1**

Through this Rulebook on the manner of handling client complaints (hereinafter referred to as the Rulebook), the Company establishes and makes public effective, efficient, and transparent procedures and policies for resolving client complaints, as well as the possibility of out-of-court resolution of consumer disputes related to the provision of investment and ancillary services in accordance with the laws governing dispute resolution mediation and arbitration.

#### **Article 2**

Requests, appeals, objections, complaints, commendations, suggestions, and all other written statements, as well as recorded oral statements, addressed to the Company for the purpose of asserting and protecting the client's legal interests within the legally prescribed scope of the Company's operations, or for initiating initiatives aimed at a more efficient and transparent business model of the Company and the protection of the Client's interests, are considered as submissions and complaints under this Rulebook.

#### **Article 3**

The process of receiving, reviewing, and handling client complaints shall be conducted while respecting the principles:

1. Protection of data confidentiality and personal information;
2. Review and decision on complaints based on urgency and order of receipt criteria;
3. Review and decision on complaints within reasonable timeframes;
4. Decision-making in accordance with applicable regulations governing this matter.

### **2. SUBMISSION AND HANDLING OF COMPLAINTS**

#### **Article 4.**

Clients of the Company who have business relationships with the Company are eligible to submit complaints.

Complaints can be submitted in one of the following ways:

1. By directly submitting a written complaint at the Company's headquarters,
2. By sending it by mail to the address of the Company's headquarters,
3. By sending the complaint via email to: [office@teslacapital.com](mailto:office@teslacapital.com),
4. By fax to the number 011/3020-050.

Complaints that fall within the scope of the Company's responsibilities and activities, and that have been duly received by the Company, which contain reasonable and substantiated claims and evidence, and which include the information required by the Form that is an integral part of the Business Rules and is available on the Company's website, will be considered.

The Company is not responsible if, due to unforeseen circumstances, it does not receive the complaint sent by the client (delivery error, fax reception error, etc.). Therefore, it is the client's responsibility to verify whether the Company has received the complaint.

#### **Article 5.**

Complaints must be submitted in written form, using the Form that is an integral part of this Rulebook, and must include at least the following information:

1. Information about the complainant: Name and surname, or legal entity name, address, ID number (registration number), contact email, and contact phone number,
2. Date of submitting the complaint,
3. Description of the subject of the complaint and any evidence,
4. Signature of the complainant.

The client may also provide a proposal for resolving the situation that is the subject of the complaint, if desired.

The complainant is obligated to personally sign the complaint, and in the case of a legal entity submitting the complaint, it must be signed by an authorized representative.

Anonymous and incomplete complaints will not be considered.

#### **Article 6.**

The individual who receives the complaint shall promptly forward the complaint, no later than the next working day from the day of receiving the complaint, to the internal controller. The internal controller will, within a maximum of five working days from receiving the complaint from the responsible person, determine any disputed facts, compile a report on the complaint, and submit it to one of the directors.

The director of the Company to whom the complaint with the internal controller's report has been forwarded is obligated to promptly, and no later than within 3 working days from the day of receiving the report on the complaint, make a decision on the complaint and provide it to the internal controller for further action.

No later than the next working day from the day of receiving the director's decision, the internal controller shall send a written response to the client regarding the complaint.

#### **Article 7.**

The Company will send the response to the complaint in the manner indicated by the complainant in the complaint form. If the complainant has not specified a method for receiving the response to the complaint, the Company will send the response in the same manner the complaint was received or by mail to the address provided in the complaint form.

### **3. ALTERNATIVE DISPUTE RESOLUTION**

#### **Article 8.**

The Company is obligated to provide the possibility of alternative dispute resolution in connection with the provision of investment and additional services in accordance with the laws regulating mediation in dispute resolution and arbitration.

The Company shall publish the procedures referred to in paragraph 1 of this Article.

#### **Article 9.**

Mediation is a process, regardless of its name, in which the parties voluntarily seek to resolve a disputed relationship through negotiation with the assistance of one or more mediators, who aid the parties in reaching an agreement (hereinafter: mediation).

If a client proposes to enter into an agreement to participate in mediation, the Company is obligated to respond to the proposal within 15 days from the date of receipt of the proposal, in writing.

The mediation procedure is initiated by concluding an agreement to participate in mediation. The parties and the mediator shall conclude the agreement to participate in mediation in written form, confirming the selection of the mediator, outlining their mutual rights and obligations in accordance with the principles of mediation, establishing the costs of mediation, and addressing other matters significant for the conduct of mediation.

The mediation procedure is carried out by one or more mediators, as mutually agreed by the parties. If the parties do not mutually agree on a mediator, they may request that a court or another authority before which the proceeding is conducted appoint a mediator.

The parties are free to agree on the manner in which mediation is conducted, by reference to specific procedural rules or otherwise.

Any party may withdraw from further participation in the mediation process at any stage of the procedure. The mediator may terminate the mediation process if they determine that further proceedings are not expedient.

The mediation process concludes:

1. by concluding an agreement to resolve the dispute through mediation;
2. by the mediator's decision to suspend the proceedings, as continuing the proceedings is not expedient;
3. by a statement of one party indicating their withdrawal from further mediation proceedings, except in cases where multiple parties are participating in the mediation process and decide to continue after one party's withdrawal;
4. when a period of 60 days from the date of concluding the agreement to participate in mediation elapses, unless the parties agree otherwise.

The content of the agreement to resolve a dispute through mediation is determined by the parties to the mediation process. The agreement is drawn up in written form and signed by the

mediator, the parties to the mediation process, and the authorized representatives attending the mediation.

If the parties in the mediation process do not reach an agreement due to disagreements on legal matters, they can reach written consensus on factual matters. Factual matters covered by the parties' consensus in the process will be considered undisputed in a court or another proceeding.

In the mediation process, each party bears its own costs, and joint costs are borne equally, unless otherwise agreed. The joint costs of mediation include the mediator's fee and costs incurred by the mediator in connection with the mediation process.

#### **Article 10.**

The Company and the client may agree to arbitration for the resolution of property disputes concerning rights over which they have the liberty to dispose as parties.

By means of an arbitration agreement concluded in written form, the parties entrust to an arbitral tribunal the resolution of their future disputes or disputes arising from a specific legal relationship. An arbitration agreement for the resolution of future disputes may be included in a contract provision, as an arbitration clause, or in a separate agreement. An arbitration agreement may also be concluded when a dispute that has already arisen is pending before a court.

The number of arbitrators in the arbitral tribunal is determined by the parties. If the arbitration is organized by a permanent arbitration institution, it performs the function of appointment.

The parties bear the costs of arbitration. The amount of costs is determined by the arbitral tribunal. Upon request of the arbitral tribunal, the parties are obligated to prepay the costs of arbitration. The permanent arbitration institution independently regulates the costs of arbitration and the tariff for those costs.

The parties are free to mutually determine the procedural rules under which the arbitral tribunal will proceed, or to refer to specific arbitration rules, in accordance with the provisions of the law regulating arbitration. If the parties do not mutually establish rules for the arbitration procedure, the arbitral tribunal may conduct the arbitration in a manner it deems expedient, in accordance with the provisions of the law regulating arbitration.

The parties may mutually designate the place and language of the arbitration.

The arbitral tribunal renders a decision on the subject matter of the dispute, resolving all claims of the parties (final arbitral award). The arbitral tribunal may render a partial award or an interim award.

#### **4. RECORD KEEPING AND REPORTING**

##### **Article 11.**

Documentation is maintained for all received complaints and taken measures, which the Company preserves for a minimum of five years.

The internal controller of the Company is obliged to report to the management bodies, at least once a year, on the implementation and effectiveness of overall provision of investment services and control activities, identified risks related to the resolution of client complaints, as well as taken or planned procedures for complaint resolution.

The Company provides information about complaints and complaint resolution to the Securities Commission and, if prescribed, to the alternative dispute resolution entity.

## **5. FINAL PROVISIONS**

### **Article 12.**

This Rulebook is an integral part of the Company's Rules and Procedures and comes into force on the eighth day from the date of publication on the Company's website.

This Rulebook is published on the next working day from the date of receipt of approval from the Securities Commission for the Company's Rules and Procedures.

The complaint form is attached and constitutes an integral part of this Rulebook.

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CHAIRMAN OF THE GENERAL  
ASSEMBLY OF SHAREHOLDERS

## COMPLAINT FORM

### Information about the complainant

Name and Surname: \_\_\_\_\_

Address: \_\_\_\_\_

ID Number/Company Registration Number: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Details of the complaint

Detailed description of the complaint:

Place and Date

\_\_\_\_\_

Signature of the Complainant

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