

**GENERAL TERMS AND CONDITIONS FOR FOREIGN CURRENCY ACCOUNT OPERATIONS FOR CORPORATE AND SME
LEGAL ENTITIES**

1. A legal entity foreign currency account is opened for cash deposits and withdrawals, payments and transfers according to the foreign currency regulations in BiH. It is a multi-currency account where the foreign currency funds are held of the resident and non-resident customer based on the agreement concluded between the Bank and the customer. Payments from the foreign currency account shall be effected up to the amount of funds available on the account.

2. A customer may open the following types of accounts with the Bank:

- a foreign currency account for a vista deposits;
- a special purpose foreign currency account;

Funds on the special purpose accounts are an integral part of funds on the customer's accounts for regular operations

3. The resident legal entities may open the foreign currency account only with the bank where they hold the BAM account opened for regular operations.

The restriction from the previous paragraph does not refer to the banks and to opening the resident foreign currency accounts that have been exempt from the restriction by law or other regulation adopted based on the law.

4. As for the forced collection from the account, the Bank shall act in line with the applicable laws and regulations governing this area.

If the account is blocked based on the forced collection order, the Bank shall notify the customer thereof in writing and of the amount of funds required for execution of the forced collection order on the day of blockade or the following business day at the latest.

The Bank shall immediately submit the data to the Single Registry of Accounts of Business Entities in Bosnia and Herzegovina on the blocking, and of the unblocking of the account mentioned in Article 2 of this Agreement based on forced collection,

5. Documents required for opening a resident legal entity account with the Bank are the following:

a) The Bank's forms:

- Application for opening and maintaining the accounts of legal entities, artisans and other entities
- Appendix 1 Information about the Director
- Appendix 3 Specimen signature card
- Questionnaire for legal entities, artisans and other entities
- Appendix 1 Questionnaire for legal entities, artisans and other entities, ownership structure
- PEP form for founders, ultimate beneficial owners, persons authorised for representation and presentation and the persons authorised for disposing of the funds on the customer's accounts).
- FATCA Form

b) the customer identification documents

- Decision on entry into the Court Register or current excerpt from the Court Register or the decision on alteration of data in the Court Register, or other respective register not older than three months;
The customer's articles of incorporation or business rules that is not entered into the Court Register or the document of the customer's establishment, if it has not been established directly on the basis of the regulation;

-Excerpt from the law or any other regulation, if the resident has been incorporated based on the law, or other regulation,

-to open an account for a part of the legal entity (business unit or subsidiary), apart from the appropriate documents, it is necessary to submit also the court registration of the part of the legal entity that requires opening the account.

-A copy of the Official Gazette should be submitted for the legal entity established on the basis of law.

- A notice of the responsible Statistics Institute of FBiH //Institute of Statistics of Republika Srpska on the entity classification according to their activities;
- Certificate of the tax registration with the FBiH/RS Tax Authority, according to the place where the customer is registered;
- Certificate of the VAT payer registration with the Indirect Taxation Authority or a declaration of a legal entity that it is not a tax payer, except for a newly-established legal entities that have to submit this certificate within 30 (thirty) days of the transaction account opening with the Bank.
- Operating permit if it is required for specific type of operation;
- Financial statement for the latest accounting period submitted to the competent institutions, and for newly-established entities, after submission of their first statement of accounts;
- Information and identification documents with photographs - copies of ID cards (passports) of the customer's legal representatives, persons authorised for disposal of funds and their specimen signatures, as well as their residence certificates not older than 6 (six) months;
- A copy of ID card (passport) of other person who only presented the necessary documents;
- Name and surname, residence address, date and place of birth of private individuals who are ultimate beneficial owners of the customer, as well as their residence certificates, not older than 6 (six) months;
- Power of Attorney, copies of ID cards (passports), residence certificates, not older than 6 (six) months for persons who make cash deposits to the bank's account, if they are not recorded into the specimen signature card.
- Other items according to the appropriate regulations
- Other documents as requested by the Bank

If the above-mentioned documents have already been submitted to the Bank for opening the BAM account, those documents should not be submitted again.

Documents required for opening an account with the Bank are the following:

a) The Bank's forms:

- Application for opening and maintaining the accounts of legal entities, artisans and other entities
- Appendix 1 Information about the Director
- Appendix 3 Specimen signature card
- Questionnaire for legal entities, artisans and other entities
- Appendix 1 Questionnaire for customers-legal entities, artisans and other entities, ownership structure
- PEP form (for founders, ultimate beneficial owners, persons authorised for representation and presentation and persons authorised for disposing of the funds on the customer's accounts)

b) the customer identification documents

-An excerpt from the register to which the non-resident customer is entered in the country where it has the registered office or if it has been incorporated in the country where it is not entered in the register, other valid incorporation document, according to the regulation of the country where it has the registered office based on which the identity and legal form of the non-resident customer may be determined and the date of its incorporation. This instrument must not be older than three months. The instrument should be submitted in the original and in the certified translation into one of the official languages in BiH. A certified copy of the instrument or an excerpt from the responsible body register certified by a notary public may be accepted instead of the original. In that case, the notary public certification must indicate the date of review of the register, or the date when the excerpt from the register is issued.

-Excerpt from the law, or any other regulation, if the non-resident account is opened on that basis, a certificate of the Tax Authority that the non-resident customer has been entered into its register of non-residents, declaration of the non-resident's authorised person that no account exists on which the ban on disposal of funds has been imposed,

-The latest annual financial statement and the report of an independent auditor on the non-resident business performance in the home country or in the country where they perform the registered activity. The non-resident customer operating for the period of time shorter than one year shall file the financial statement for the period of its operation in the current year. If the non-resident has no obligation to present the financial statement in the home country, then they shall submit the document on the tax paid.

- Information and identification documents with photographs - copies of ID cards (passports) of the customer's legal representatives, persons authorised for disposal of funds and their specimen signatures, as well as their residence certificates not older than 6 (six) months;
- A copy of ID card (passport) of other person who only presented the necessary documents;
- Identification documents of the private individual who is the customer's ultimate beneficial owner-ID cards (passports) of private individuals, and their residence certificates not older than 6 (six) months.
- Power of Attorney, copies of ID cards (passports), residence certificates not older than 6 (six) months for persons who make cash deposits to the Bank's account, if they are not recorded into the specimen signature card.
- Certificate of tax registration Certificate must not be older than 30 days. Certificate of the Tax Authority is not mandatory for newly-established legal persons.
- Declaration of the non-resident's authorised person that no account exists on which the ban on disposal of funds has been imposed (Schedule 1);
- Operating permit if it is required for such type of activity;
- The original incorporation document or a photocopy of the original certified and signed by the notary public or other authorised institution from the seat of the registration of a foreign legal entity.
- Other documents according to the appropriate regulations
- Other documents as requested by the Bank

If foreign documents are not written in one of the official languages used in Bosnia and Herzegovina, the customer shall submit the translation thereof certified by the certified court translator.

If the mentioned documents have already been submitted to the Bank when opening the BAM account, the customer does not have to submit them again.

An excerpt from the register to which the non-resident customer is entered in the country where it has the registered office (or if it has been established in the country where it is not entered in the register, other valid incorporation document), every year the non-resident customer is required to submit it to the Bank no later than 31 March of the current year for that year. If the customer fails to do so, the Bank shall notify thereof the FBiH Ministry of Finance-Foreign Currency Department of the Finance Police by 30 April of the current year, and block the use of funds on the account, as well as new inflows of the funds to the non-resident customer's account until the required documents have been submitted or pay the funds and close the account at the customer's written request.

In case of opening the bankruptcy or regular liquidation proceedings after submitting the decision on opening the bankruptcy and liquidation proceedings

the Bank is obliged to close the customer's account, and to transfer the funds from the closed account to the legal successor's account, i.e. the successor being determined by law or other regulation. If the successor has not been determined-then the Bank shall transfer the funds to the account of funds not used by the Bank.

6. The Bank may, without any special explanation, reject the customer's application for the foreign currency account opening if the customer has the accounts blocked by other banks and if they operated unduly via the previously opened accounts with the Bank. The Bank shall not open a foreign currency account to those customers who, on the date of the account opening, have outstanding liabilities toward the Bank on any basis.

7. The Bank shall close the customer's account based on the written application, according to the foreign currency regulations, concluded agreement or *ex officio* according to the regulations that result in the account closing. Prior to closing the account for regular operations, the Bank shall close all accounts of organisational parts and the accounts for special purposes opened with the Bank.

The Bank must not close the account with the recorded outstanding forced collection orders. Exceptionally, the Bank shall close the customer's accounts as a result of application of regulations requiring the account closing. In that event the forced collection orders shall be recorded to the legal successor's account or returned to the ordering party according to the BiH applicable regulations.

8. An inactive account is the account where there has been no activity such as deposit or withdrawal of funds, made or ordered by the holder, legal representative or other authorised person (hereinafter: customer) for 12 months from the latest activity or for 12 months after expiry of the agreed deadline or agreed relationship in case of term and special purpose deposits and the deposits connected to the card operations. The Bank shall send a notice to the customer's latest known

address the customer submitted to the Bank as its the mail receipt address, that the account is to be closed. If the customer fails to activate their account within 15 days of the notice receipt, the Bank shall close the account if there are no funds thereon. If there are funds on the account, the Bank shall transfer them to the revenue account and close the account. At any time, the customer may submit to the Bank a proof of ownership over the funds mentioned in the previous paragraph and the Bank shall disburse the funds after ownership identification at its expense.

The inactive account closing fee shall not be higher than the fee applied for the foreign currency account closing.

9. The foreign currency account opening agreement shall be concluded for a fixed period of one year from the date of the agreement conclusion with its automatic renewal. Every party has the right to terminate the Agreement by a written notice that should be submitted 8 days prior to the Agreement expiry. In that case the account shall be closed after all payable and outstanding liabilities toward the Bank have been settled.

10. No limitation exists as to the minimum and maximum amount of funds on the account, as well as the number of deposits and withdrawals to/from the account. The funds on the account shall be available to the customer at their request up to the amount of current balance.

11. The interest rate paid by the Bank to the customer for the amount of a positive balance of their account shall be fixed for the entire duration of the Transaction Account Agreement and be calculated by the conform calculation method. The interest amount shall be paid to the customer at the end of the month for that month. The effective interest rate is equal to the nominal interest rate. The interest rate on the a/vista funds shall be defined by the Transaction Account Agreement and the Decision on interest rates on deposits of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina. Excerpt from the Decision on the interest rates on deposits of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina is an integral part of these General Terms and Conditions.

12. The Bank shall inform the customer on the balance and all changes on the account the next day of the day when the change occurs, via the account activity statement to be taken over at the Bank or be delivered via e-mail or electronic bank or through SWIFT if the customer satisfies the conditions for delivery of the statement through SWIFT. The customer shall check if the statement is correct and, if they have any complaints about it, they shall file a complaint to the Bank within the next 2 (two) business days from the day of takeover/receipt of the statement.

13. The customer shall inform the Bank on changes in the Decision/Excerpt from the Court Register immediately or no later than within 8 (eight) days from the day of change, as well as on all possible changes of status, address, authorised persons and other changes related to the identification documents submitted in the account opening process, by submitting the appropriate documents where the changes are evident and by depositing the signatures of authorised persons. The customer agrees that the Bank may correct the wrong book entries in their account that may occur due to the Bank's error, on the same business day. After the mentioned business day, the subsequent corrections are possible after sending a written notice to the customer and receiving the written consent from the customer either through the official e-mail address the customer sent to the Bank for the purpose of communication or through the post.

14. By signing the Foreign Currency Account Agreement, the customer gives an irrevocable consent to the Bank to take all actions related to the processing of personal data of the person authorised to represent the customer, obtained during the Agreement realisation and the confidential information obtained during the Agreement realisation, and to deliver such data to members of the Intesa Sanpaolo Group in the country and abroad, and to companies with which it has concluded a business cooperation agreement related to providing services to the Bank and the companies dealing with credit history checks and statistics, and to any government authority or institution to which the Bank is obliged to deliver such data (pursuant to valid regulations), all with an objective of regulating contractual relations with the Bank and all other contractual/business relations the customer might have with the Bank. The consent is valid from the moment of signing the Agreement until its expiry on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. By signing this Agreement, the customer approves that the Bank has the right to submit the account information and documents in the Agreement file to the digital archives /central data base of the Group to which the Bank belongs. Exceptionally, the Bank may submit the data on the customer's account changes and the balance as well as other data obtained based on the established business cooperation with the customer to the third party-(legal or natural person), if they have the written consent of the customer to do so..

By signing this Agreement, the customer undertakes to ensure that they and their employees, treat all data they have access to or learn during their business cooperation with the Bank as confidential information and a business secret. It also undertakes not to disclose it to third parties, during and after the termination of business cooperation with the Bank, unless they are ordered to do so by government authorities.

15. The customer's order for payment from the transaction account that must be signed and certified, may be given only by the persons authorised to dispose of the account, whose signatures have been submitted to the Bank.

The customer shall submit to the Bank a duly completed order for cash payment and withdrawal on the prescribed form. The Bank is required to execute cashless payment orders on the banking day when the order is received with the value date two business days from the date when the order is received. The customer may request that the order be executed at the value date that falls one day after the day of the order receipt or at the value date when the order is received. The Bank shall take the customer's instruction into account if the requested value date is possible according to the business days of the correspondent banks and if the customer's request has been received by 10:00 hrs on the day of the order receipt and if the consent of the relevant Department within the Bank has been received for which the customer applies

to the responsible RM. It is not possible to request that the order's value date is the same business day for the currencies AUD, AED, HKD, JPY, SGD and THB such as the day when the order has been received.

The Bank is obliged to execute a payment order only if there is adequate coverage in the customer's account.

The Bank is obliged to execute payment orders that:

- are properly completed and authorised or authentic,
- duly identify the destination bank,
- identify the recipient with relevant degree of certainty,
- identify the purpose of the payment,
- if a copy of the document based on which the payment is made has been attached to the order.

The Bank is obliged to provide the customer with the information on the conditions under which the payment order is executed, time it takes to execute the order, from the time of its submission to the time of payment to the recipient, method of calculation of commission and other costs, if any, and applied exchange rate.

Having effected the payment order, the Bank shall provide the customer with the information on the effected payment, the original amount based on which the payment has been effected, amount of all costs and commissions the payer should pay and the value date. The mentioned information shall be given to the customer through items on the account activity statement or via the payment confirmation delivered to the customer via e-mail.

The Bank is obliged to execute the inflows from abroad by approving the account, in the currency according to the instructions indicated in the order, no later than the next banking day. The Bank is not obliged to approve the customer's account if the customer, at the Bank's request, has not submitted the documents identifying the basis and purpose of the transaction, and other possible documents required by laws and regulations.

If the Bank makes an error in the phase of order execution, the Bank shall reimburse the costs incurred to the customer. The Bank shall not bear the responsibility for untimely executed orders due to the force majeure, electricity outage, telecommunication interruption or malfunctioning of the system for interbank transactions, as well as other similar causes that cannot be attributed to the Bank.

The customer expressly authorises the Bank and gives irrevocable order to the Bank to collect the receivables resulting from the payments services, arising out of this Foreign Currency Account Agreement, according to the applicable Decision on Fee Tariffs of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina for domicile and foreign legal entities classified in the Corporate and SME segments, directly from the transaction or foreign currency account. If there are insufficient funds in the accounts, the Bank shall collect the receivables from the funds in all accounts the customer holds with the Bank. The customer hereby agrees that, in order to settle the liabilities for fees and other Bank's receivables the Bank may convert the funds into BAM according to the official exchange rate of the Central Bank of BiH on the date when the receivables are settled.

Excerpt from the Fee Tariffs of the Intesa Sanpaolo Banka d.d. Bosna i Hercegovina for domicile and foreign legal entities classified in the Corporate and SME for foreign payment transactions shall make an integral part of these General Terms and Conditions.

