

**GENERAL TERMS AND CONDITIONS FOR THE DAY-NIGHT VAULT (DNT) SERVICE**

**I GENERAL PROVISIONS**

Terms used in these General Terms and Conditions shall bear the following meaning:

- 1.1. Bank – issuer of the General Terms and Conditions is Intesa Sanpaolo Banka d.d. Bosna i Hercegovina headquartered in Sarajevo, Milana Preloga 12A, 71000 Sarajevo, JIB: 4200720670007, IBAN: BA391540010000001910, SWIFT/BIC: UPBKBA22.
- 1.2. DNT deposit – cash deposit packed in a disposable security bag and placed in the DNT device.
- 1.3. DNT user – a legal entity that has concluded the DNT Service Agreement with the Bank.
- 1.4. DNT card – a card used by the User to access or open the self-service devices (of the DNT). DNT card is issued to private individuals authorised by a legal entity to use DNT.
- 1.5. Equipment – equipment for using self-service devices including disposable security bags and DNT cards.
- 1.6. General Terms and Conditions – General terms for using the day-night vault service (DNT).
- 1.7. Applicant – A legal entity that submits an application to the Bank for using DNT service.  
A legal entity is a business or other entity performing its activity based on its registration in a special register or based on an official document indicating that it is established in accordance with law. It is a social entity that has solid organisation and assets and estate for the purpose of performing an activity. Based on the purpose of the activity performed, legal entities may be classified as profit-making and non-profit legal entities, and according to their nature they may be classified as private law entities (private legal entities) and public law entities (public legal entities).
- 1.8. Person authorised to take over the bags – a natural person receiving DNT bags on behalf of the User.
- 1.9. DNT bag – a disposable security bag where the User duly packs cash, i.e. daily cash takings. This refers to the bag which is closed before being deposited into the Self-service device, without visible signs of opening or damage. The Bank shall deliver the bags to the User. The User hereby agrees that the Bank collect the security bag fee from the User's transaction account.
- 1.10. Account - is a transaction account of the User with the Bank used for payment transactions in the national currency as well as for other purposes according to the applicable Law on Domestic Payment System.
- 1.11. Self-service devices – are, within the meaning of these general terms and conditions, specialised devices for placing the DNT deposits.
- 1.12. Agreement – an agreement for using the day-night vault service (DNT), consisting of the Application form and these General Terms and Conditions. The General Terms and Conditions are available at the Bank's web site and Branches.
- 1.13. Application– the DNT Service Application form the contents of which is prescribed by the Bank, duly filled in and signed by persons authorised for representation of the Applicant.
- 1.14. These General terms and Conditions govern rights and obligations of the User of the DNT Service and the rights and obligations of the Bank in providing the said Service. Affixing their signature to the Application, the Applicant declares that they have read the General Terms and Conditions and that they agree with their implementation and accept all rights and obligations arising out of it.
- 1.15. These General Terms and Conditions with the Application and the Agreement shall constitute the contractual documents.

**2. ARRANGING THE DNT SERVICE**

- 2.1. The Applicant shall arrange the use of the DNT Service by submitting the Application to the Relationship Manager/Branch Manager. The User/Applicant hereby undertakes to notify the Bank of any changes of data in the Application in writing without delay.
- 2.2. The Applicant shall allow the Bank to verify all data indicated in the Application and to collect additional information.
- 2.3. According to its business policy, the Bank shall grant or reject the Application of the Applicant. The Bank reserves the right to reject the Application, i.e. it decides to grant or to reject the DNT Service, with no obligation to explain its decision to the Applicant.
- 2.4. Should the Bank grant the DNT Service, it shall enter into Agreement thereon with the Applicant.
- 2.5. Prerequisites for the Service use shall be the open account of the legal entity with the Bank, Agreement concluded with the Bank and equipment received.
- 2.6. The person authorised to take over the bags shall take the bags marked by ordinal numbers from the Bank. The person authorised to take the bags shall sign the respective handover report when they take over the bags. Prior to start using the DNT Service, the Bank undertakes to inform the User on how to use the Service.

**3. USE OF THE DAY-NIGHT VAULT (DNT) SERVICE**

- 3.1. The DNT use shall imply depositing of cash in domestic currency into the self-service devices of the Bank for further processing and crediting f/o the User's Account.
- 3.2. The User undertakes to put the cash into the bags, sorted per denominations, with a duly filled-in order for depositing of daily takings for legal entities that includes specification of money per denominations. The amount indicated in the order must correspond to the actual amount of the cash in the given bag. The order must be made in favour of the business account the User has opened with the Bank, the User shall enter the Bag number in the field 'purpose of remittance' in the payment order. If the User deposits the cash in several Bags, then they shall put the appropriate payment order of the legal entity into each Bag.
- 3.3. Paper banknotes and coins in domestic currency shall be placed into the Bags.

***DNT deposit processing***

- 3.4. The Bank undertakes to establish the amount of DNT deposit in the Bag. The DNT deposit amount shall be established by the Bank by controlled counting (hereinafter: counting) and processing of cash, and through the comparison of the established amount to the attached order for depositing of daily takings for legal entities.
- 3.5. After the controlled counting by the Bank, the following scenarios may ensue. The Bank's actions are described bellow for each individual scenario.

**Scenario 1**-the amount of daily takings corresponds to the customer's specification

If the Bank employee, following the control counting of the cash in the customer's bag, establishes that the amount in the bag is identical to the amount indicated in the order filled-in by the customer, the following procedure is conducted:

- They shall sign and stamp the Order for depositing of daily takings in the prescribed field therein, and make an accounting entry of the depositing of daily takings into the customer's account according to the Bank's procedure for such transactions.

- A copy of the signed and stamped Order for depositing LE daily takings shall be sent back to the branch where the DNT is installed the next business day or as soon as practicable. One copy shall remain in the vault and be filed with the accounting entry order into the cash desk journal for that day, after the accounting entry is effected.

**Scenario 2:** The amount of daily takings does not correspond to the Order for depositing of the LE daily takings (surplus/deficit).

If the Bank employee, after detailed counting of daily takings found in the valuables consignment established that the amount does not correspond to the customer's specification, the following procedure shall be conducted:

- On the day of receipt of the valuables consignment, the record shall be made of the cash difference established in the valuables consignment in two copies by entering the data thereon into the prescribed field in the Order for depositing of LE daily takings.
- Then the following shall be entered into the Order for depositing LE daily takings, in the field: *Final amount of the deposit is:* The established amount of cash in the bag is entered here.
- One copy of the Order for depositing of LE daily takings containing a description of the discrepancy reason shall be sent to the branch where the DNT is installed on the next business day or as soon as practicable.

**Scenario 3** - the amount of daily takings corresponds to the customer's specification - a suspicious banknote observed

Should the Bank employee, after controlled counting of daily takings from the valuables consignment, establish that the amount is identical to the amount indicated in the Order for depositing daily takings, but observes a banknote suspected of being forged, the following procedure shall be conducted:

- Bank employee shall sign and stamp the Order for depositing of LE daily takings in the prescribed field, with a note that a banknote has been found in the valuables consignment which raises reasonable suspicion of forgery.
- The report on exclusion of suspicious banknote(s) shall be made on the day of receipt of the valuables consignment in three copies and the customer shall be notified thereof by post, e-mail or phone.
- A copy of the Order for depositing LE daily takings/Report denoting the detected suspicious banknote(s) as well as the reduced amount credited f/o the customer due to the excluded banknotes shall be sent to the branch where the DNT is installed on the next business day or as soon as practicable.
- In all scenarios observance of the standard procedures is mandatory pursuant to the Law on Prevention of Money Laundering and Terrorist Financing in BiH, as well as all relevant regulations related to this Law.

3.6.If the Bag is evidently damaged, the User shall be held accountable for possible differences thereof and the Bank shall credit the User's account according to the amount of cash in domestic currency actually found in Bags.

3.7.If damaged or invalid banknotes are found in the Bag, the Bank shall send the report on established discrepancy and reduce the deposited amount by the amount of damaged banknotes.

3.8.The User's account shall be credited once the processing of the received cash has been completed, or after the controlled counting. All valuable items deposited in DNT by 09:00 hours every day shall be credited to the User's account on the same day. All valuable items deposited in DNT after 09:00 hours every day or on day when the Bank is closed for business, shall be credited to the User's account the next business day.

3.9. Should the Bank receive a complaint about the report on established difference by the User's authorised officer, the Bank shall verify the grounds for complaint and act in accordance with the FBA/ABRS Decision on customer complaints handling by banks.

#### **4. RESPONSIBILITY OF THE BANK**

4.1.The Bank undertakes to maintain the self-service devices operational. If a self-service device cannot be used because of a defect or any other reason, the Bank undertakes to takeover cash at respective branches according to applicable fees, regulations and business hours.

4.2.The Bank shall notify the User of effected payment transactions as a part of the next regular account statement . The Bank shall be considered as having met its obligation to notify the User, by sending the account statement in manner agreed between the User and the Bank.

#### **5.RESPONSIBILITY OF THE CUSTOMER - DNT USER**

5.1.The User shall immediately notify the Bank of the equipment loss.

5.2.The User undertakes to use the equipment according to these General Terms and Conditions.

5.3.The User shall be held accountable by the Bank for any damage incurred due to unauthorised and improper use of the self-service device or equipment.

5.4. The User shall immediately and promptly notify the Bank of unauthorised use and any other form of breach of security they become aware thereof.

5.5.The User shall make sure that the daily takings in the self-service device be deposited by the person being issued with the DNT Card.

#### **3. AGREEMENT CANCELLATION**

6.1.If the User or the Bank want to cancel this Agreement, it shall notify other contractual parties thereof in writing no less than 15 days prior to any such cancellation.

6.2.If the User violates or fails to act in accordance with provisions of this Agreement, the Bank shall have the right to cancel the Agreement immediately and without a notice.

6.3.The Bank reserves the right to cancel this Agreement without a notice, if use of the service by the User, based on the Bank's sole discretion, poses a security threat or jeopardises the Bank's operations, or if the User fails to regularly meet their obligation toward the Bank on any basis.

#### **7. FINAL PROVISIONS**

7.1.These General Terms and Conditions shall be published on the Bank's web site and be made available at the Bank's branches.

7.2.The Bank reserves the right to unilaterally amend these General Terms and Conditions, method of service rendering, introduce fees and/or change their rates, as well as amend other conditions of service rendering. Amendments to the General terms and conditions or other terms of service rendering shall be published on the Bank's web site and at the branches in form of a consolidated text, no later than 15 (fifteen) days prior to their entry into force. If the User does not cancel the Agreement by the date of entry into force of the amended Terms and Conditions, they shall be considered as accepted. The User shall not be entitled to indemnification for damages incurred by amendments to the General terms and conditions.

7.3. The contractual parties hereby agree to try to resolve any possible disputes amicably. In case of a dispute, the matter shall be referred to the Municipal Court in Sarajevo.

