

## **GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK LOAN FOR LEGAL ENTITIES IN THE CORPORATE AND SME SEGMENT**

### **1. Introduction**

1.1. These General Terms and Conditions of the Framework Loan for Legal Entities in the Corporate and SME Segment (hereinafter: the Terms and Conditions) Intesa Sanpaolo Banka d.d. Bosnia and Herzegovina (hereinafter: the Bank) govern the basic (mandatory) business relationships between the Bank and legal entities and private individuals (hereinafter: the Borrower- a customer, solidary debtor/co-debtor, pledgor, co-signatory, B/E drawer, debenture issuer, i.e. participants in the Framework Loan) to which it permanently or occasionally provides banking services in the segment of lending and documentary transactions.

1.2. The Bank may change these General Terms and Conditions by notifying the borrower at least 15 days prior to application of any changes. Information on the applicable terms and conditions shall be available with the Relationship Manager and on the Bank's website.

### **2. Service**

2.1. A Framework Loan is the Bank's product allowing the use of various types of facilities (guarantees, letters of credit, short-term loans) by the Customer according to their needs and the amount available. Individual facilities may not have the validity period longer than 12 months, except for the performance guarantees, but not longer than the validity period of the exposure. In exceptional cases the individual facility may be valid longer than 12 months. The Framework Loan may be non-binding and binding.

2.2. The Framework Loan is not binding for the Bank and serves for defining the framework of business transactions with the customer related to the amount, product and key conditions, including the collateral. The Framework may be revoked in its entirety at any time. Every individual facility from the Loan Framework shall be subject to a new approval.

2.3. The Framework Loan for guarantees and letters of credit shall be binding for the Bank where the Bank assumes the obligation to grant a facility within the Framework Loan for guarantees and letters of credit, based on the customer's application and supporting documents.

### **3. Participants in the Framework Loan**

3.1. A Framework Loan Borrower-a Customer may be a domestic legal person having an active transaction account with the Intesa Sanpaolo Banka d.d. Bosna i Hercegovina. The Customer must exercise due care in all aspects of operation with the Bank and may not have any outstanding liabilities at the time of submitting the Framework Loan Application.

3.2. A solidary debtor, co-debtor may be a legal person which, together with the Borrower-the Customer jointly guarantee the regular repayment of facilities. In the event that the Customer fails to regularly repay the facilities, the Bank may request that the solidary debtor, or co-debtor, repay the facility.

3.3. A pledgor shall voluntarily pledge their real property to secure the facility repayment if the security instrument is required for approval of the Framework Loan Application. The pledgor may be a natural or legal person.

3.4. A co-signatory of the Agreement is a legal person that by having caused to execute the Agreement, has given its consent for establishing a business relationship, or exposure of the Customer, if necessary.

3.5. Bill of Exchange/Debenture Issuer Bill of Exchange/Debenture is one of the instruments for securing the repayment of facilities defined within the Framework Loan. The bill of exchange is a security which, with the P/N statement, entitles the Bank to collect the receivables from the bill of exchange issuer in the event of default. A debenture is an enforceable instrument certified by the notary, whereby the issuer gives its consent to the Bank to collect its receivables in case of default.

3.6. Participants in the Framework Loan shall be identified based on the status and legal documents, and review of their personal ID or an appropriate public instrument including a photo.

### **4. Framework Loan Approval**

4.1. The Bank shall approve the Framework Loan (binding and non-binding) to legal persons based in Bosnia and Herzegovina. The Framework Loan shall be contracted in the domicile currency (BAM) with the foreign currency clause. Individual facilities within the Framework Loan may be denominated in other currency.

4.2. The Framework Loan Borrower-the Customer shall submit to the Bank a written Application for the Framework Loan Approval. It is necessary to submit the documents required for the Application processing with the Application for the Framework Loan Approval.

- Status/legal documents include: Statute or articles of incorporation, Decision/Current Excerpt from the Court Register that is not older than 3 months, Notice of the competent Statistics Service on classification of the entity by activities. Bill of Exchange/Debt Issuer/Pledgor has not been identified when opening the transaction account of the Framework Loan Borrower, it is necessary to submit the identification documents with photos-copies of personal IDs, (passports) and their residence certificates not older than 6 (six) months;

- Economic and financial documents include: Annual financial statements for a min. three previous years, consolidated financial statements for the Groups of Legal Entities, cross-sectional data and reports, if applicable, information on buyers, suppliers, the customer's market position, business plan, business projections, cash flow, if applicable.

- Documents on the security instruments: Documents required for the Framework Loan approval depends on the offered security instruments acceptable for the Bank. The security instruments may be cash deposits, securities, real properties, movable property, guarantees and sureties, claims. While processing the Framework Loan Application the Bank shall contact the Customer in writing regarding the necessary documents.

4.3. Upon receipt of the documents, the Bank shall assess the adequacy of structuring the transaction in terms of the type of Application, proposed maturity, the customer's financial strength in previous years, the reality of the projected business and the ability to service liabilities to the Bank during the loan repayment period, collateral adequacy, if the loan repayment will be based on realistic and sustainable future income and future cash flows of the Borrower, and not on the available collateral, and other details of the Application that must be aligned with the applicable documents of the Bank.

4.4. The Bank may render a positive/negative/conditionally positive decision approving the Framework Loan (binding and non-binding) and inform the Customer in writing or orally about possible concluding and activating the Agreement, or about the reasons for rejecting the Framework Loan Application.

4.5. Following the Application approval, the Bank and the participants in the Framework Loan conclude the Framework Loan Agreement/Agreement on Mandatory Framework for Guarantees and Letters of Credit, which come into force, or are activated after all conditions have been met. After activation of the Framework Loan Agreement/Agreement on Mandatory Framework for Guarantees and Letters of Credit, the individual facilities from the Framework Loan are made available to the Customer.

## **5. Use of individual facilities from the Framework Loan (committed and uncommitted)**

5.1. Every individual facility from the Framework loan shall be subject to the separate approval of the Bank, or its decision-making bodies.

5.2. The Bank has the right to consider individual applications of the Framework Loan Borrower for approving the individual facilities, based on individual decisions of the Bank's decision-making bodies, rendered according to the Bank's regulations for approval of facilities from already approved Framework Loan. The Bank shall define all terms and conditions of the requested facility, by concluding separate annexes with number assigned according to the Bank's internal regulation, and such annex shall not be considered as renewal within the Meaning of the Contractual Relations Act.

5.3. The Bank shall render decision on every individual facility from the Framework Loan. This also includes an annual or extraordinary review of the business performance of the Framework Loan Borrower.

Having affixed their signatures to the Framework Loan Agreement, the Framework Loan Borrower and participants therein confirm that they are informed and agree that concluding the Framework Loan Agreement, providing agreed security instruments and payment of agreed fees and costs does not create an obligation on the part of the Bank that it must approve every application for every individual facility of the Framework Loan Borrower as and under conditions of the Framework Loan Borrower. Concluding the Agreement, providing agreed security instruments and payment of agreed fees and costs only create preconditions for the respective Bank's bodies to take into consideration the application of the Framework Loan Borrower for approving the individual facility under conditions mentioned in its application. The Bank has the right to reject execution of any order of the Framework Loan Borrower and /or application for individual facility, without providing the reasons, and the Borrower shall not be entitled to indemnity on those reasons.

At any time, the Bank is entitled to reduce the available Framework Loan amount unilaterally up to the amount used by that moment. By doing so the reduced amount shall not be available to the Borrower for individual facilities.

5.4. The Borrower may use the individual facilities from the Framework Loan for guarantees and letters of credit up to the agreed amount based on the Guarantee and/or Letter of Credit Issue Order, which shall be issued by the Bank if they are in line with the Agreement on mandatory framework for guarantees and letters of credit.

5.5. The Borrower-Customer shall use the individual facilities from the Framework Loan according to their needs and possibilities, up to the approved individual facility amount within the deadline for use and repayment of the Framework Loan. If individual facilities-overdraft loans are approved from the Framework Loan (transaction account overdraft) the Bank is entitled to revoke the approved and unused amount of the overdraft in case of the Borrower's account blockade.

5.6. The Bank may approve individual facilities from the Framework Loan, guarantees and letters of credit also in other currencies, in addition to BAM and EUR. In that case for the period from the moment of approval of individual facility to its repayment, the amount of approved Framework Loan shall be used for BAM counter value of facility increased by 10 % from the value of individual facility due to possible change of the exchange rate.

5.7. By final repayment of the individual facility from the Framework Loan the amount of the approved Framework Loan shall be released to be available for use of the further individual facilities. In exceptional situations when the Bank has approved the use of individual facilities for the period longer than 12 months, by payment of every instalment of the long-term loan, the approved amount is reduced by the amount of the payment, and at the same time the available Framework Loan amount is increased to be used for new individual short-term facilities.

## **6. Interest rates, fees and costs**

6.1. The Framework Loan Borrower shall pay the interest for using the loan funds-individual facilities from the Framework loan. The interest rate may be fixed or variable on the amount of the funds utilized. The interest rate shall be determined according to the decision on interest rates for loans of Intesa Sanpaolo Banke d.d. BiH (for Legal Entities – Corporate and SME segment) for each customer individually. The Customer shall be informed about the interest rate before concluding the Framework Loan Agreement.

The fixed interest rate shall not change throughout the duration of the Agreement.

The variable interest rate shall be formed based on EURIBOR and margin, whose amount changes depending on the situation in the market EURIBOR, while the margin is fixed. If the EURIBOR value is lower than 0, its value shall be considered to be 0.

The EURIBOR value shall be determined 2 days prior to release of funds for use according to market rates, and then every month/three months/six months unit the final repayment. If the day of change is a non-working day (Saturday or Sunday), the EURIBOR value is taken from the first next working day for both dates. The Bank shall inform the Framework Loan Borrower on the EURIBOR change after the change occurs, in the form of interest rate sheet or repayment schedule, by e-mail or regular mail.

6.2. Concluding the separate agreements on individual facilities from the Framework Loan the effective interest rate (EIR) shall be regulated, according to the type of facility used from the Framework Loan. The effective interest rate calculation shall include: the loan amount, loan period, interest rate and loan application processing costs.

6.3. The interest may be calculated on a monthly basis and on maturity based on the compound method on an actual number of days or a linear method on the number of days 30/360, recursively.

6.4. Interest falls due on the last day in a month for which the calculation is made and upon expiry of the due date. It shall be paid and charged within 8 days from the due date. Interest within an annuity repayment is contained in the annuity and falls due along with the annuity.

6.5. The Bank has the right to calculate and collect the default interest for the period of delayed meeting the obligations under the Framework Loan Agreement (maturity interest) in the amount of 10 % per annum. It is variable pursuant to the Law on Default Interest Rate.

6.6. The Framework Loan Borrower shall pay the one-off fee for processing the Framework Loan Application prior to using the individual facilities from the Framework Loan. The fee for processing the Framework Loan Application and individual facilities is defined by the Decision on the Fee Tariffs of Intesa Sanpaolo Banke d.d. Bosna i Hercegovina for domestic and foreign legal entities classified in the Corporate & SME segment Excerpt from the Decision is an integral part of these General Terms and Conditions.

6.7. The Framework Loan Borrower may repay earlier the individual facilities from the Framework Loan. The Framework Loan Borrower may repay the loans from the Framework Loan in full or in part even before the repayment deadline along with all interest due and other obligations arising under the individual loans, subject to a written irrevocable notice thereof

to the Bank at least 15 business days in advance and subject to the prepayment fee-early repayment of individual facilities in full. The fee for early repayment of individual facilities and the Framework Loan are defined by the Decision on the Fee Tariffs of Intesa Sanpaolo Banke d.d. Bosna i Hercegovina for domestic and foreign legal entities classified in the Corporate & SME segment Excerpt from the Decision is an integral part of these General Terms and Conditions.

6.8. All costs related to the conclusion of this Framework Loan Agreement and the exercise of the Bank's rights under the Agreement through the implementation of security instruments, as well as the court enforcement costs that include all such costs (stamp duties, court costs, legal representation costs, etc.), shall be borne by the Framework Loan Borrower.

6.9. The Bank shall collect the fee for individual facilities from the Framework Loan if they are products of documentary business. The fee for documentary business from the Framework Loan is defined by the Decision on the Fee Tariffs of Intesa Sanpaolo Banke d.d. Bosna i Hercegovina for domestic and foreign legal entities classified in the Corporate & SME segment. Excerpt from the Decision is an integral part of these General Terms and Conditions.

## **7. Right of the Bank to control and cancel the Framework Loan Agreement**

7.1. The Bank has the right to control the purposeful use of all individual facilities from the Framework Loan.

7.2. The Bank has the right to declare individual facilities-loan from the Framework Loan and the Framework Loan Agreement fully due and to collect them immediately, regardless of and independently of the agreed maturity as per individual facility, as well as to unilaterally terminate this Agreement in the following cases:

- That liabilities due to the Bank under individual facilities - loans from the Framework Loan Agreement (monthly instalments, principal debt, interest and/or fees) are not settled within 60 days upon maturity of the oldest unpaid liability.
  - if it has another loan in overdue status with the Bank, i.e. some other overdue receivables of the Bank towards the Framework Loan Borrower.
  - If the Bank has made a payment under a guarantee or a letter of credit out of its own funds.
  - If the individual facilities from the Framework Loan are not used for the intended purpose.
  - If the blocking of the Framework Loan Borrower with the Bank or other banks was recorded continuously for a period of 5 working days
  - If the security instruments have been implemented within the stipulated deadlines
  - If the Framework Loan Borrower or the Solidary Debtor has an overdue debt with other creditors,
  - If the owners make changes to the ownership structure without consent of the Bank
  - In case of bankruptcy or liquidation initiated over the Framework Loan Borrower.
- The Bank may terminate the Agreement by means of a written statement.

7.3. The statement on unilateral termination of the Agreement shall be sent to the Borrower, Solidary Debtor and any other participants in the Framework Loan or signatories of the Framework Loan Agreement (pledgor, B/E drawer, debenture issuer) by registered mail with a return receipt to the addresses specified in this Agreement, i.e. to addresses that the Borrower, Solidary Debtor and any other signatories of the Agreement (pledgor, B/E drawer, debenture) have subsequently submitted in writing to the Bank as the mailing addresses.

7.4. Such statement shall produce legal effects by being sent via regular mail to the address of the Borrower, Solidary Debtor and any other signatories of the Agreement (pledgor, B/E drawer, debenture issuer), whether or not being duly delivered to the Borrower, Solidary Debtor and any other signatories of the Agreement (pledgor, B/E drawer, debenture issuer), for reasons beyond the Bank's fault.

## **8. Foreclosure, transfer and collection of debt from the assets**

8.1. In case of non-fulfilment of liabilities under this Framework Loan Agreement and/or under any individual facility from the Framework Loan Agreement, the Bank may, without being obliged to initiate court or any other proceeding before the competent body, and without special approval or order from the Borrower or Solidary Debtor, to foreclose all funds of the Borrower and/or Solidary Debtor on all the accounts opened with the Bank and make direct payment/s (transfer) to the Bank's account until receivables are finally settled.

8.2. If the Bank is unable to recover its due receivables from the Borrower or the Solidary Debtor under the Framework Loan Agreement and/ or under individual facilities from the Framework Loan Agreement, the Bank may collect its receivables against their entire movable or immovable property in the proceedings initiated before the competent authority. The owner of the Framework Loan Borrower shall be responsible for collection of due receivables of the Bank against their personal movable or immovable property if they have issued a blank Bill of Exchange to the Bank as a security instrument for the Framework Loan Agreement.

## 9. Data delivery

9.1. Having affixed their signature to the Agreement, the Borrower and the Solidary Debtor give their irrevocable consent to the Bank to take all actions related to the processing of personal data of its authorised representative, 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, as well as to any government authority or institutions to which the Bank is obliged to deliver such data pursuant to valid regulations, all with an objective of regulating this contractual relation 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 expiration on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. The Customer agrees that the Bank shall have the right to submit the account information and the documents in the Agreement file to the digital archives/central data base of the Group to which the Bank belongs. Notwithstanding the foregoing, the Bank may send to the third party -(private individual and legal person) the data obtained in establishing a business cooperation with the Customer, if it has the Customer's consent in writing.

## 10. Final Provisions

10.1. The Customer shall immediately, no later than within 8(eight) days from the day of change, notify the Bank of the changes in the Decision/Excerpt from the Court Register, of possible status changes, address changes, changes of authorised persons and other changes compared to the previously submitted identification documents.

10.2. By signing this Framework Loan Agreement, the Customer undertakes to secure that they and their employees shall keep all data to which they have access to or which they encounter during a business cooperation with the Bank as confidential information and business/banking secret, and they undertake not to disclose such information to third parties, during and after cessation of business cooperation with the Bank, except if they are obliged to do so according to an order of governmental authorities.

10.03. Having signed the agreement, the Customer gives its express consent to the Bank to deliver any notifications or any court notices related to the service to the address listed in the Agreement or to the address provided to the Bank in writing. Hence, any such notice delivery shall be deemed adequate whether or not the Customer is presently found on the said address.

10.4. Amendments to the Agreement shall be made exclusively in writing, and shall constitute an Annex to the Agreement. By executing the Agreement all participants give their consent and authorisation to the Framework Loan Borrower to independently sign the applications for individual facilities as well as the Agreement/Annex on individual facilities from the Agreement, including also changes of interest rates and fees through agreements/annexes on individual facilities.

10.5. The Parties shall try to solve all possible disputes arising during the implementation of this Agreement amicably. Otherwise, the Municipal Court in Sarajevo shall have relevant jurisdiction over the matter.

10.6. If the Framework Loan Borrower believes that the Bank does not adhere to its obligations from the concluded Agreement, good business practices, these General Terms and Conditions, provisions of the laws and regulations, then an oral or written complaint may be filed directly or by delivering it to Bank's address by mail or electronically.

If the complainant files an oral complaint, but is not satisfied with the Bank's response, the complainant shall be entitled to file a complaint in writing and/or electronically.

The Bank is required to conduct proceedings upon the submitted written complaint and to respond to the complainant within 30 (thirty) days from the day of receipt of the complaint pertaining to the agreements concluded in the organisational part of the Bank operating in the territory of the Federation of Bosnia and Herzegovina, or within 15 (fifteen) days for the agreements concluded in the organisational part of the Bank operating in the territory of Republika Srpska.

Should the Bank fail to respond within the deadlines specified in the previous paragraph, that is, if the complainant is not satisfied with the Bank's response to the complaint, the complainant, who established the business relationship with the Bank at the organizational part of the Bank operating in the territory of Federation of Bosnia and Herzegovina, has the right to inform the Banking Agency of the Federation of Bosnia and Herzegovina in writing about their dissatisfaction with the outcome of the complaint proceedings conducted by the Bank, or to submit a written complaint to the Agency about the Bank's operations within 3 (three) months from the date of response receipt or expiry of the 30-day period in which the Bank was obliged to respond to the submitted complaint. The complainant, having established a business relationship with the Bank in the organisational unit operating in the territory of Republika Srpska, may notify in writing the Ombudsman for the banking system (established within the Banking Agency of Republika Srpska at the address Vladika Platona 1/A Banja Luka that they are dissatisfied by the outcome of the complaint proceedings, within 6 (six) months from the date of receipt of the Bank's response or the expiration of the 15 (fifteen) day period in which the Bank was obliged to respond to the complaint, that is, if the Bank has not sent a response to the customer, i.e. the complainant.

These General Terms and Conditions shall enter into force on 1 December 2024.

