

GENERAL TERMS AND CONDITIONS FOR THE USE OF STANDING ORDER SERVICE FOR LEGAL ENTITIES IN THE CORPORATE AND SME SEGMENT

1 Introduction

1.1. The General Terms and Conditions of Standing Orders for legal entities classified in the Small Business segment (hereinafter: the General Terms and Conditions) govern the rights, obligations and conditions for using standing orders for customers-legal entities. General Terms and Conditions govern a business relationship between Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) and a Customer-legal entity that arranges the service of standing order for legal entities (hereinafter: the Customer).

1.2. The Bank may change these General Terms and Conditions by notifying the Customer at least 15 days prior to application of any such changes. The information on applicable terms and conditions shall be available in written form on the Website of the Bank.

2. Service

2.1. Standing order is the Bank's service used in effecting payments from the Customer's - Ordering party's account favour of the beneficiary's account. A beneficiary here is any private individual or legal entity to which favour a standing order is being implemented. The Bank implements a standing order on behalf and for the account of the Customer. A beneficiary here is any private individual or legal entity to which favour a standing order is being implemented.

3. Customer

3.1. The Customer-user of the standing order service for legal entities is a legal entity having been approved with the use of this service by the Bank. A legal entity holding or opening a transaction with the Bank may become a Customer (resident or non-resident).

4. Implementing a standing order

4.2. In order to use the standing order service, the Customer fills in and signs the Application for opening of a standing order, by which he also declares that he is familiar with the General Terms and Conditions of the Standing Order for domestic legal entities classified in the Small Business segment and that he agrees with their implementation. The application for and the agreement on standing order define order performance frequency, payment purpose and amount of funds to be transferred from the Customer's account to the Beneficiary's account.

4.2. In accordance with its business policy terms, the Bank reserves the right to reject the Application for a standing order, i.e. decide on approval or rejection of the service, with no obligation to explain its decision to the Applicant.

4.3. A standing order shall be implemented on the due date indicated in the Application for a standing order and then on every month until the expiry or termination of the Standing Order Agreement.

4.4. If several standing orders are due for implementation on the same day, they will be executed in relevant order according to the contract number, from the smallest to the largest number.

4.5. A standing order shall be implemented when funds are secured in the transaction account specified in the Application for a Standing Order.

4.6. The Parties agree that the Bank shall not bear any responsibility for being unable to effect the transactions that are subject to any restrictions imposed on the Bank by the Intesa Sanpaolo Group, international sanctions imposed by the United Nations, European Union (EEAS), OFAC and other institutions in BiH and the states whose restrictions have impact on the operation of the Intes Sanpaolo Group and the Bank.

5. Obligations and responsibilities of the Customer

5.1. At latest one (1) day prior to the due date of the standing order over the account from which payments are scheduled to be effected, the Customer shall ensure sufficient funds for the implementation of this order and for settlement of any fees and charges, that is if such fees and charges are regulated by the concluded Agreement on the standing order. Otherwise, the Bank shall not effect the payments related to the standing order.

5.2. In the event of a change in the data specified in the Application for a standing order, the Customer is obliged to inform the Bank, i.e. the Customer Relationship Manager maintaining the account from which the payment is to be made, in writing about any changes to the data specified in this standing order, not later than 8 (eight) days before the due date of the payment obligation. A new agreement or an annex to a standing order agreement will be concluded with the customer.

5.3. The Customer shall bear all the consequences of insufficient funds on their account due to which the Bank was unable to perform the order within the deadline listed in the Agreement on standing order. The Bank shall perform a standing order in the amount and on the due date defined by the Customer and this will be charged against the account listed in the Standing order application/agreement and will be performed favour of the Beneficiary.

6. Duties and responsibilities of the Bank

6.1. The Bank shall perform a standing order in the amount and on the due date defined by the Customer and this will be charged against the account listed in the Standing order application/agreement and will be performed favour of the Beneficiary.

6.2. The Bank undertakes to execute standing orders on the date defined in the Application for a Standing Order and the Standing Order Agreement if funds are provided for their implementation, and by the cut off time/deadline for the execution of the order defined at the level of the Bank, of which the customer is informed through the General Terms and Conditions for Transaction Accounts for domestic legal entities classified in the Small Business segment.

6.3. The Bank has the right to temporarily block the Service use if the Customer fails to pay due liabilities to the Bank.

6.4. The Bank shall not be liable for damages if, based on incorrect and untrue information provided by the Customer in the Application for a Standing Order, the Bank concludes a Standing Order Agreement.

7. Termination of the Standing Order Agreement

7.1. The Customer and the Bank may terminate the Agreement on standing order in line with provisions contained in the agreement and herewith.

7.2. Each of the contractual parties may terminate the Agreement on standing order subject to a notice period of 8 (eight) days. In case of the Agreement termination by the customer, it shall provide the Bank with a termination request at latest within 8 (eight) days prior to due date of any payments. The Standing order agreement shall cease to be valid subject to its termination, account blocking or closing in line with effective laws, overall implementation of the order.

7.3. If, for any reason, the Ordering Party or the Beneficiary of funds terminates the Master Agreement based on which the standing order was arranged, the Order Party undertakes to immediately notify the Bank thereof.

7.4. The Bank may terminate the Standing order agreement unilaterally and/or suspend performance of the order if the Customer failed to ensure sufficient funds for the account even after 15 (fifteen) days have elapsed since the defined payment date.

7.5. If the Customer fails to comply with the Standing order agreement and if the Bank cannot collect the fee from their account, the Bank reserves the right to cancel the service subject to prior notice thereof.

8. Standing order fee

8.1 Fees for performance of a standing order and a fee for payments effected via this service shall be charged against the Customer's transaction account or shall otherwise be collected in line with the effective Decision on the fee tariff of Intesa Sanpaolo Banka for local legal entities classified in the small business segment. This requires no additional approval by the Customer or their written notification. Excerpt from the Fee Tariffs for legal entities classified in the Corporate and SME segment for maintenance of the transaction account and the domestic payments forms a constituent part of these General Terms and Conditions.

9. Notifications and complaints

9.1. 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.

9.2. If the Customer believes that the Bank does not follow its obligations from the concluded agreement, good business practices, general terms and conditions, provisions of the laws and regulations, then a verbal or written complaint may be filed directly or by delivering it to Bank's address by mail or electronically.

If the complainant files a verbal 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 relevant procedure related to 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 organisational 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 procedure 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 required 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 procedure, within 6 (six) months from the date of receipt of the Bank's response or the expiry of the 15 (fifteen) day period in which the Bank was required to respond to the complaint, that is, if the Bank has not sent a response to the customer, i.e. the complainant.

10. Confidentiality and personal data use

Having affixed their signature to the Standing Order Agreement, the Customer gives an 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 required to deliver such data pursuant to valid regulations, all with an objective of regulating this contractual relationship with the Bank and all other contractual/business relations the Customer may 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.

11. All disputes that may arise in the business operations per standing order between the Bank and the customer will be resolved by agreement. Otherwise the dispute will be resolved at the Municipal Court in Sarajevo.

