

General Business Terms and Conditions for legal entities' business cards (debit cards)

1. TYPE OF CARD PRODUCTS

1.1. NAME OF CARD AND PURPOSE

The Bank will, in line with the provisions of these General Business Terms and Conditions for legal entities' business cards (debit cards), issue the following type of bank plastic card:

Visa Electron Business Card (Debit Card)

Visa Electron Business Card (Debit Card) is an international debit card that enables business operations both on the territory of BiH and abroad. This card allows the card holder to pay for goods and services at points of sale in BiH and abroad, as well as cash withdrawals on the ATM and POS network in BiH and abroad, which accepts this card and bears the visa card acceptance mark and payment of money to the account of the customer through the BANK's ATM, which has the specified functionality.

1.2. Card Issuing

The card can be issued exclusively at the request of a legal entity with its registered seat in Bosnia and Herzegovina and a private individual, who performs a registered activity in line with legal regulations in BiH, who have an active business KM account in the Bank (transaction account for regular business operations/ transaction account for special purposes) and for which the Bank assesses that they meet the conditions for issuing the card.

The customer delivers the completed and signed application form to the competent RM / VP (branch manager) / ARM to the Bank branch where the service was contracted. By signing the application form, the Customer also accepts the General Terms and Conditions with legal entities by business card as well as the costs based on the issuance and use of the card. The customer is a legal entity with the seat in BiH or a private individual, who performs a registered activity in line with legal regulations in BiH, which has concluded a Contract on issuing and using a VISA Business Card with the Bank / Issuer. The card holder is any adult authorized by a legal entity/Customer with whom the Bank has concluded a Contract on issuing and using a VISA Business Card. The customer referred to in this point may apply for issuing new cards to employees of a legal entity or private individual performing a registered activity or to other private individuals listed by the Customer in the application form.

After signing the Agreement on issuing and using VISA BUSINESS DEBIT CARD, Intesa Sanpaolo Banka d.d. Bosna i Hercegovina, issuer, delivers to the Card Holder, separate card and PIN (PIN is delivered by mail and card is handed over by Bank employee to card holder at). A PIN is a secret, strictly confidential, identification number that the Bank assigns and which is known exclusively to card holders. It serves to identify the card holder during transactions for which the identification with PIN is required.

It is in the interest of the card holder to keep the PIN secret, in order to protect from possible abuse. Therefore, it is not allowed to write the PIN, i.e. make it available to other persons in any way. The card holder bears all responsibility if he unconsciously handles the PIN – i.e. the card. In that case, the Bank is relieved of any liability.

The person to whom the card was issued, is obliged to sign it immediately upon receipt. Otherwise, he assumes full responsibility for the damage, which would occur by the use of the card by an unauthorized person.

Each issued card with the name of the Customer reads in the name and surname of the user; it is non-transferable and it is issued with a deadline printed on the card itself. After the expiration of this period, the card is automatically reissued.

The decision on the issuance of the card and the amount of the approved spending limit as well as the amount of the granted limit for payments at ATMs is made by the Bank, without the obligation to explain its decision to the Applicant.

1.3. Approval of spending limits

The spending limit is the total daily amount of allowed spending to the card holder, which is determined on the Application Form, within the available funds in the Customer's business account.

The amount of the approved spending limit, i.e. the approved daily spending limit, by using the card at ATMs and on -POS devices is variable and it can be subsequently reduced or increased, in line with the written request of the authorized person of the business entity / Customer, but only within the permitted limit by the Bank.

1.4. Limit on depositing money into the account

Limit on depositing money into the Customer's account is the total daily amount of allowed payment in convertible marks to the account holder, which is defined by the Bank's regulations. The limit of depositing money to the account is determined at the customer level, not the User individually, and it is applicable regardless of the number of Users.

The current limit, valid on the day of drafting these General Terms and Conditions with legal entities by business card (debit card) is BAM 10,000.00 per day at the level of the customer; legal entity, regardless of the number of daily payments.

1.5. Use of the card

The holder of the card issued in his name can use the card exclusively for the purpose of purchasing goods and / or services at points of sale in the country and abroad, for cash withdrawals at ATMs and withdrawal points in the country and abroad, which bear the sign of acceptance of Visa Electron cards, in accordance with the Decree on conditions and method of cash payments of FBiH Government/Republika Srpska Government and the Law on Payment Transactions of Brčko District (depending on where it belongs) and in line with the available funds on the Customer's BAM business account and the permitted spending limit. For cash withdrawal transactions, the bank reserves the right to request the basis for the executed transaction. In addition to the above, the Card holder can also use the card to deposit money into the Customer's account at the Bank's ATM, and to see the balance of available money in the account of the legal entity in accordance with the functionalities available at the ATM.

Any other way of use of the card as well as the use of the card by a person whose name is not printed on the card is considered abuse and it will result in the termination of the right to use the card and possible termination of the Contract. Loss of legal capacity, failure to report data changes, non-fulfilment of obligations from these General Terms and Conditions will result in termination of the Contract.

The use of the card is not allowed for the following purposes: payment of capital transactions in line with the regulations on foreign exchange operations, payments contrary to the regulations governing the foreign trade operations of legal entities and private individuals, performing registered activity, conclusion of fictitious sales contracts, usury contracts, debt settlement insurance, debt collection, gambling, purchase of pornographic content, narcotic drugs as well as any other purpose that is, by its nature and purpose, contrary to the morals and applicable regulations of the state of Bosnia and Herzegovina.

When using the card through the means of remote communication, the holder uses the card at his own risk, and assumes responsibility for any possible damage occurred during such a transaction.

In case of transactions that condition the identification of the card holder by his signature, the card holder is obliged to sign the transaction certificate in the same way as he signed the card. He must retain one copy of the transaction certificate for his records.

For transactions that condition pin identification, the card holder is identified through the PIN.-The card holder is obliged to take all measures in order not to make the PIN available to third parties, taking care that no written trace of the PIN is connected with the card he uses. For security reasons, the card holder is obliged to immediately destroy the received notification of the PIN.

The card holder accepts PIN identification as an exclusive and unambiguous confirmation of his or her own identity and the transaction carried out. The customer bears damage caused by the misuse of the card and PIN.

1.6. Chargebacks

All chargebacks related to the costs incurred by the card are reported to the competent RM/VP/ARM and/or the Bank branch where the Customer's account is maintained. For the purpose of resolving the chargebacks, the Customer is obliged to enclose all documentation (copies of invoices / slips from POS devices and ATMs) related to

the complaint, no later than 30 days from the delivery of the statement. Otherwise, it will be considered that the card holder/Customer agrees with the statement.

Chargeback incurred by using the card does not relieve the Customer of the obligation to pay that cost, but the Customer is entitled to a refund of the paid amount if it is determined that the complaint was justified.

The Bank does not assume any responsibility for goods and services purchased by the card, the validity of the information provided or the rejection of the card by the point of sale. Chargebacks related to the quality of purchased goods and services are resolved by the card holder with a point of sale where he purchased goods and services.

1.7. Settlement of liabilities by card

For all expenses by card, BAM business account of the Customer will be charged (Transaction account for regular business operations / Transaction account for special purposes) including costs occurred abroad, regardless of which currency they occurred.

For cash withdrawals and payments carried out by bank card abroad, the Bank will debit the account in the local currency for the equivalent of foreign exchange plus the conversion fee. For the resulting transaction performed abroad, the conversion from the currency in which the transaction was performed into the billing currency contracted with the card company (EUR) in line with the current exchange rate of the card company on the day of execution of the transaction (authorization). The conversion from the settlement currency to the local currency is carried out according to the bank's current exchange rate on the day of acceptance of the transaction (processing), applying the selling exchange rate. The date of transaction acceptance is also the posting date of the transaction. On the day of maturity of the payment of the expense by card, the Bank will debit KM business account of the Customer, in the amount of the debt due indicated on the account/statement.

1.8. Fee for issuing and use of the card

The customer is obliged to pay the Bank a fee for issuing cards to holders - private individuals, one-time and in advance. The fee is paid annually, for each year of use, in line with the valid Fee Tariff of Intesa Sanpaolo Banka d.d. BiH (for domestic and foreign legal entities classified in the Corporate & SME segment, i.e. domestic legal entities classified in the small business segment).

The Customer is obliged to pay the Bank other fees for the use of the Debit Card, the amount of which is prescribed by the current Fee Tariff of Intesa Sanpaolo Banka d.d. BiH (for domestic and foreign legal entities classified in the Corporate & SME segment, i.e. domestic legal entities classified in the segment of small enterprises), on the basis of Visa Electron Business Card (card replacement, new PIN, dunning letters, transaction fees on ATM in Intesa Sanpaolo Banka BiH and other banks, at ATM abroad and other fees).

In case of cancellation of the use or partial use of the service by the Customer, the Bank will not refund the accrued fee.

Below is an overview of fees in line with the current fee tariff of Intesa Sanpaolo Banka d.d. Bosna i Hercegovina, for domestic and foreign legal entities classified in the segment Corporate & SME, i.e. domestic legal entities classified in the segment of small enterprises on the day of signing of the General / General Terms and Conditions with legal entities by business card (debit card).

Service	Amount of fee
Issuing cards/PINs to private individuals (additional users)	
Registration fee/Membership fee- Up to four issued cards, individual fee for each card	BAM 20.00, annually
Registration fee/Membership fee- four or more issued cards, fixed fee	BAM 80.00, annually
Replacement of stolen/lost card	BAM 20.00
Replacement of card (damaged/change of personal data)	BAM 10.00
New PIN	Free of charge
Urgent delivery of card/PIN	BAM 20.00
Reminders	BAM 20.00
Card transactions	

at ATMs of Intesa Sanpaolo Banka	0.10%, min. BAM 2.50
at ATMs of other banks in BIH	2.50%, min BAM 10.00
at ATMs abroad	3.00%, min. BAM 10.00
Conversion	regulated by the buy and sell exchange rate for Visa
Conversion fee for transactions made abroad	1%
Maximum daily amount for cash withdrawals at ATMs in the country and abroad per card	BAM 4,000.00
Maximum daily amount for the purchase of goods/services at points of sale in the country and abroad	BAM 10,000.00
Maximum daily amount for cash depositing to the account of the Customer at the Bank's ATM	BAM 10,000.00

The Bank reserves right to amend the Fee Tariff of Intesa Sanpaolo Banka d.d. Bosnia and Herzegovina for domestic and foreign legal entities classified in the Corporate & SME segment, i.e. domestic legal entities classified in the small business segment in line with legal regulations and business policy of the Bank. The Bank will notify the Customer in writing or through a notice that is an integral part of the Account Statement at least 15 days before the start of implementation.

1.9. Reporting

The Bank informs the Customer about the amount of costs/amounts of transactions through a written statement on the turnover and the balance of KM business account.

All information stated in the statement and other written notices of the Bank are binding.

The customer is obliged to inform the Bank on all changes in the personal data of the card holder (name, surname, address), about any change in the status of the authorized person, i.e. on the change of authorization as well as changes in the financial data of the Customer, which might influence the duly fulfilment of obligations incurred by using the card. Otherwise, the Bank may deny the Customer the right to use the card in which case the obligations incurred by using the card does not cease for the Customer. The Customer is obliged to settle all obligations occurred by using the card as well as all additional costs incurred by the Bank.

The customer is obliged to inform the Bank, in writing, on the change of name, the seat indicated on the application form as well as the change of address for correspondence, delivery of statements. Otherwise, all statements sent to the Customer at the registered address(s), as well as letters, and PIN notifications will be considered received.

1.10. Loss, card theft or misuse

The customer/card holder is obliged to immediately report loss, stealing or misuse of the card to the competent RM/VP/ARM in the Bank branch or by calling the phone number indicated on the back of the card and on the Bank's website. The Card holder does not bear losses incurred on the basis of transactions performed after reporting loss, theft or unauthorized use of the card, to the Bank, unless the Holder himself committed abuse or participated in the abuse or acted with the fraud intention.

If the card holder finds the card after reporting its disappearance, he must not use it. He is obliged to cut it vertically in the middle and return it to the Bank.

The Customer will bear the costs incurred by the found invalid card.

On the basis of a written report of the theft or loss of a card by the Customer or card holder, the Bank blocks this card and automatically initiates the process of issuing a new card with a new PIN.

The Customer will bear cost of issuing a new card and PIN.

The customer bears all material and criminal responsibility for unauthorized and malicious use of the card.

The Customer is obliged to inform the Bank if he believes that the card holder is using the card without the Customer's consent. The applicant bears all legal responsibility for possible unauthorized use of the card, issued at the customer's request.

1.11. Termination of right to use card

The right to use card ceases at the request of the Customer.

The Bank and the Customer have the right at any time, without any particular reason or explanation, to cancel this contractual relationship, with a notice period of 30 (thirty) days, after the settlement of mutual obligations arising from it.

The card is the property of the Bank and the Bank may revoke it at any time in cases where the customer does not act in line with the Contract and the General Terms and Conditions.

In that case, the Customer is obliged to return the card immediately at the Request of the Bank.

The Bank may limit the permitted spending or deny the right to use the card permanently or only for a specific case, based on its judgment and without prior notice to the Customer or the card holder, in case of suspected abuse, unauthorized use of the card or suspicion that transactions are carried out contrary to the applicable regulations.

The customer can cancel the use of the card at any time, by submitting a written request to the Bank.

The customer accepts that, in case of termination of the right to use the card / revocation / cancellation of the card, the obligations arising from the use of the card do not cease and he is committed to settle all obligations arising from its use.

1.12. Card renewal

The card reads in the name, is non-transferable and issued by the Bank with the validity period indicated on the front of the card. The card is valid until the last day of the month indicated on the card.

Before the expiry date of the existing card, the Bank automatically issues a new card with a new validity period. In this way, the card will be renewed until the Customer cancels/ notifies the Bank in writing that he no longer wants to use the card or the Bank revokes its use.

The card holder in no case may use a card, the validity of which expired or the card was cancelled for any reason.

1.13. Change in General Terms

The Bank retains the right to change and amend these General Terms and Conditions in accordance with legal regulations and the Bank's business policy. The Bank will inform the Customer through its distribution channels about the changes and amendments to the General Terms and Conditions at least 15 days before the implementation.

If, upon receipt of the notification of changes and amendments to the General Terms and Conditions, the Customer retains the card for more than 7 days, it will be considered that the amendments have been accepted.

If the Customer does not accept the changes and amendments to the General / General Terms and Conditions, he is obliged to immediately return the card to the Bank along with written notice that he does not accept the amended General / General Terms and Conditions, and that he cancels the card.

1.14. Compliance with the General Terms and Conditions and the court jurisdiction

By signing the application form, the card holder accepts the General/General Terms and Conditions of Intesa Sanpaolo Banka d.d. Bosnia and Herzegovina for issuing and using Visa Business Electron debit card for legal entities.

Also, the Customer accepts that the Bank has the right to determine and change the maximum amount of the approved spending limit in BAM, i.e. maximum amount of the approved limit for depositing money into the account as well as to revoke the card. The Bank will notify the Customer in writing or through a notice that is an integral part of the Account Statement at least 15 days before the start of implementation of possible changes.

By signing the application form and the Contract, the Customer declares that he is familiar with the General Terms and Conditions of Intesa Sanpaolo Banka d.d. Bosnia and Herzegovina for issuing and using Visa Business Electron debit card, and that he accepts them.

2. FINAL PROVISIONS

1. Data on account holders, basic beneficiaries, residents, legal entities as well as a written order of the person authorised to close the account and documentation on the basis on which the account was opened or closed, the Bank is obliged to keep for at least 10 (ten) years after the expiration of the year in which changes in the accounts were recorded.

2. The Bank is obliged to store the payment orders and other documents based on which the changes on accounts in the Bank were recorded for at least 10 (ten) years upon the expiry of year when changes on accounts were recorded.

3. The Bank will store the aforementioned documentation in its original form or other forms which can be regarded as evidence, in accordance with valid regulations and Bank's documents regulating the archiving.

4. All disputes that may arise in the business operations of the Bank and the basic user (account holder) will be resolved by agreement. Otherwise the dispute will be resolved at the Municipal Court in Sarajevo.

5. Other bank documents and legal regulations will apply to everything that is not expressly regulated by these general terms and conditions of business with legal entities.

In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations, provisions of Agreement on issuing and using Visa Business Debit Card will be applied.

6. These General Business Terms and Conditions for legal entities' business cards (debit cards) come into force on the adoption date.

We guarantee with our signature, the accuracy of all data listed in the application form for issuing Visa Electron Business Card. Also, with our signature we hereby confirm that we are familiar and agree with the general terms and conditions with legal entities by the Visa Electron Business Card, and that we are familiar and agree with the costs related to its issuance, determined by the applicable Fee Tariff of Intesa Sanpaolo Banka dd BiH (for domestic and foreign legal entities classified in the Corporate&SME segment, i.e. domestic legal entities classified in the small business segment)

By signing the Visa Electron Business Card Issuance Agreement, we hereby confirm that we are familiar with the rights and obligations and method of use of Visa Electron Business Card.

Signature and stamp of the Customer's Authorised Person:

