

**General Business Terms and Conditions for legal entities' American Express Gold  
business card (charge card)**

**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' American Express Gold business cards (Charge cards), issue the following type of bank plastic card:

American Express Gold business card

American Express Gold Business Card (Charge Card) is the international charge card. 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 American Express card acceptance mark.

**1.2. Card approval**

According to these terms and conditions, the Bank will receive the application only when the entire requested documentation has been collected, necessary to establish the customer's - loan applicant's creditworthiness and risk assessment, Upon receiving the application, the Bank shall evaluate financial standing on the basis of creditworthiness and solvency of the customer - loan applicant, using collected loan documentation. The manner for determining the creditworthiness is prescribed by the Bank's documents.

The right to loan granting is entitled to each customer - loan applicant, resident legal entity, with an open transaction account with the bank, who collects and delivers to the Bank the necessary documentation proving the creditworthiness, as well as other documentation, prescribed by the valid documents of the Bank, and who meets all conditions prescribed by the documents of the Bank regulating the loan approval.

The Bank retains the right to deny a loan application, without the obligation to provide written explanation to the basic user - loan applicant. The Bank may give oral explanation to the customer - loan applicant, elaborating on the reasons for denying the loan application.

Upon approving the loan application, the Bank and the customer shall sign an Agreement The loans are contracted in the local currency BAM.

**1.3. 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 (hereinafter: the customer), who have an active transaction account with the Bank, and for which the Bank assesses that they are creditworthy and meet the conditions for issuing the card.

The customer delivers the completed and signed application form to the competent Relationship Manager (RM/ARM/VP). By signing the application form, the Customer also accepts the General Terms and Conditions with legal entities by American Express Gold 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 American Express Gold Business Card with the Bank / Issuer. The card holder is any adult a- employee of the customer, authorized by the Customer, with whom the Bank has concluded a Contract on issuing and using a American Express Gold 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.

After signing the Agreement on and using American Express Gold Business Card, Intesa Sanpaolo Banka d.d. Bosna i Hercegovina delivers to the Card Holder, separate card and PIN, in case the cash withdrawal is also enabled to the customer (PIN is delivered by mail and card is handed over by Bank employee to card holder). 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 unconscionably 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 at the level of LE is made by the Bank, without the obligation to explain its decision to the Customer.

#### **1.4. Approval of spending limits**

The spending limit is the total monthly amount of allowed spending to the card holder, which is determined on the Application Form, within the available funds in the Customer's credit account. The amount of the approved spending limit, i.e. the approved monthly spending limit, 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 exclusively within the permitted credit limit by the Bank, defined by the Agreement on issuing and using American Express Gold Business Card. The decision on credit limit increase is made by the bank. In both cases, the Annex to the Agreement will be concluded.

The monthly limit for cash withdrawal cannot be changed upon customer's request, but it is exclusively in the authority of the Bank. The Bank has defined the limit in the amount of EUR 300.00 (its counter value).

#### **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, if approved, for cash withdrawals at ATMs and withdrawal points in the country and abroad, which bear the sign of acceptance of American Express 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 credit account and the permitted spending limit. The Bank reserves the right to demand subsequent delivery of the basis for the completed transaction in order to control the use of cards in accordance with positive regulations in Bosnia and Herzegovina.

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 possible 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 customers bear 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. 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**

The Bank will automatically debit all expenses per card incurred during the month from the transaction account for regular business operations of the customer on the 20th day of the following month. The customer is obliged to provide funds on the transaction account in the amount that the Bank delivers in the statement. The customer can also settle the liabilities to the Bank earlier by making a payment to the bank's transaction account number 154-001-00000019-10 with a mandatory reference to the Contract number.

For due, unpaid receivables based American Express Gold Business Card usage, the Bank shall accrue and charge default interest (interest at maturity) in the amount of 10% annually, for the period from receivables maturity to their settlement. The default interest rate is variable in accordance with the valid regulations on default interest rates, and it is accrued based on the actual number of days in a year (365/366) using conform method and decursive calculation. If the regulations on default interest rates change, the Bank shall apply the prescribed default interest rate.

For cash withdrawals and payments carried out by bank card abroad, the Bank will present the cost in the local currency and debit the account in the local currency for the equivalent foreign exchange amount, increased for 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.

### 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 American Express Gold Business 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 American Express Gold Business Card (registration fee, card replacement, new PIN, transaction fees on ATM in Intesa Sanpaolo Banka BiH and other banks, at ATM abroad, conversion fee 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 (credit card).

<b>AMERICAN EXPRESS GOLD BUSINESS CARD</b>	<b>Amount of fee</b>
Registration fee (one-off)	BAM 35.00
Account maintenance fee (annual)	BAM 100.00
<i>Membership fee for additional user</i>	BAM 50.00
Cash withdrawal (ATM)	4.50% min. BAM 10.00
Cash withdrawal fee (emergency cheque cashing)	4.50% min. BAM 19.00
<i>Reminder fee</i>	BAM 10.00
<i>Fee for the card withheld at the ATM of the Bank due to improper handling</i>	BAM 5.00 per intervention
<i>Currency conversion for payments via foreign POS</i>	1.50% (for EUR w/o fee)

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 statement

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. With each change, the customer is obliged to submit up-to-date documentation supporting the said change. 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, and delivery of statements. Otherwise, all statements sent to the Customer at the registered address(s) or email, 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 relationship manager (RM/ARM/VP) or by calling the phone number indicated on the back of the card and on the Bank's website. The Customer/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 Card 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.

### **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 contractual relationship, with a notice period of 30 (thirty) days, after the settlement of mutual obligations arising thereof.

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. Amendments to the General terms and conditions**

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 American Express Gold Business 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 KM as well as to revoke the card. The Bank shall inform the customer about the limit changes in written form.

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 American Express Gold Business card, and that he accepts them.

## 2. FINAL PROVISIONS

2.1. The Bank is obliged to keep the data on basic and additional users of American Express Gold Business Card, residents, legal entities as well as additional users private individuals, and a written order of the person authorised to close the service and documentation based on which the service was arranged, for at least 10 (ten) years after the expiration of the year when the service was terminated.

2.2. 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.

2.3. Signing the Agreement, the Basic and Additional Card Holder/s give the irrevocable consent to the Bank to undertake all actions related to processing their personal data and confidential information obtained upon Agreement realization, and to deliver such data to members of Intesa Sanpaolo in the country and beyond, and to companies with which the Contract on business cooperation was concluded, and companies dealing with verification of credit histories, statistics, and to any state body or institution to which the Bank is obliged to deliver such data, pursuant to valid provisions, all with goal of regulating contractual relations with the Bank, and all other contractual/business relations they 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 by the Customer..

2.4. All disputes that may arise in the business operations per American Express Gold Business Card between the Bank and the customer will be resolved by agreement. Otherwise the dispute will be resolved at the Municipal Court in Sarajevo.

If the Customer and/or Card Holder believe that the Bank does not follow its obligations from the concluded contract, good business practices, 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 deadline 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.

2.5. 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 per American Express Gold Business Card.

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 American Express Gold Business Card will be applied.

2.6. These General Business Terms and Conditions for legal entities' American Express Gold Business Card cards shall enter into force upon adoption by the competent body of the Bank.

***We guarantee with our signature, the accuracy of all data listed in the application form for issuing American Express Gold 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 American Express Gold 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)***

***We hereby confirm that we are familiar with the rights and obligations and method of use of American Express Gold Business Card.***

Signature and stamp of the Customer's Authorised Person:

Place and Date:

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