

**GENERAL TERMS AND CONDITIONS FOR
ACCEPTANCE OF PAYMENT CARDS AT
MERCHANT POINTS OF SALE FOR DOMESTIC
LEGAL ENTITIES CLASSIFIED IN THE SMALL
BUSINESS SEGMENT**

1. GENERAL PROVISIONS

These General Terms and Conditions for Acceptance of Payment Cards at Merchant Points of Sale for Domestic Legal Entities Classified in the Small Business Segment (hereinafter: General Terms and Conditions) govern mutual rights and obligations of Intesa Sanpaolo Banka d.d. BiH as a payment service provider (hereinafter: Bank) and legal entities and entrepreneurs (hereinafter: Merchants) for acceptance of payment cards at points of sale through the Bank's service, as well as other matters of importance for operation of the Bank and the Merchant with respect to regulations governing this area.

2. BASIC TERMS

BANK- INTESA SANPAOLO BANKA D.D. BOSNA I HERCEGOVINA - a legal person establishing with the Contract Partner a business relationship resulting from accepting the American Express, MasterCard, Maestro and Visa payment cards.

CONTRACT PARTNER - a business partner that undertakes to accept the cards for paying for goods/services at their points of sale based on the Agreement;

CARD - all cards of domestic and foreign issuers of American Express, MasterCard, Maestro and Visa cards, issued to card holders;

POINT OF SALE - means a point of sale of the contract partner that accepts cards as an instrument for cashless payments;

CARD HOLDER - any natural or legal person that, using a card as a payment instrument, buys goods or services from the Contract Partner at the point of sale, whose name is embossed on the front of the card and whose signature is identical to the signature on the back of the card;

TRANSACTION - recording the amount of purchase paid by the card holder using a card, which the contract partner sends for settlement to the Bank in a prescribed manner;

PIN (Personal Identification Number) - a personal secret number issued by a card issuer to a card holder for the purpose of identification on an electronic device;

EFTPOS / SINGLE POS DEVICE - a device for electronic authorisation of a transaction and electronic acceptance of a card;

AMOUNT AUTHORISATION - approval for effecting the transaction obtained on the EFTPOS device through the Bank's authorisation system;

AUTHORISATION SYSTEM OF THE BANK - a system allowing transactions on EFTPOS/SinglePOS devices;

MANUAL ENTRY - entry of data from the card in absence of the card holder on an EFTPOS device;

PRE-AUTHORISATION - entry of data from the card with or without the card holder's presence when a specific amount is held as a guarantee for reservation of goods/services;

TRANSACTION COMPLETION - transfer of funds held in the pre-authorisation process to the account of the contract partner according to the contract provisions;

GLOBAL PAYMENT SYSTEMS - American Express, MasterCard, Maestro and Visa;

BUSINESS DAY - every day except Saturday, Sunday, national holidays and non-working days defined in the applicable regulations of Bosnia and Herzegovina;

INTERCHANGE FEE - is a fee, including net fee and any other agreed amount of funds, which is paid directly or indirectly (e.g. through third parties) for a payment transaction, based on a payment card between the issuer and the Bank (as an acquirer) involved in the execution of that transaction.

CARD PAYMENT SYSTEM FEE - a set of fees paid by the Bank (as an acquirer) for the global payment system activities.

3. OBLIGATIONS OF THE CONTRACTING PARTIES

The Merchant undertakes:

- provide all conditions for accepting the cards as payment instruments as set out in the Agreement;
- accept the cards for paying for sold goods/services;
- inform the card holders on the card use procedures and terms and conditions;
- submit to the Bank the recorded transactions on a daily basis (automatic or manual settlement of EFTPOS/SinglePOS device), but no later than within 3 business days after the transaction;
- resolve directly with the card holders all possible disputes arising out of the sale of goods/services paid by the card;

- act in accordance with all instructions received from the Bank, delivered to the Merchant;
- harmonise their operations with all standards, or requirements stipulated by the card payment systems and regulators in Bosnia and Herzegovina;
- ensure a separate access to the Internet and bear Internet costs;
- ensure the place where EFTPOS/SinglePOS will be installed;
- use the received EFTPOS/SinglePOS devices with due care and effect transactions according to the received instructions for use of EFTPOS/SinglePOS devices;
- EFTPOS/SinglePOS must not be misappropriated or misused;
- bear the risk and costs arising from negligent and irresponsible activities using the EFTPOS/SinglePOS devices;
- bear responsibility for possible abuse and frauds committed by their employees and/or third parties when using EFTPOS/SinglePOSs;
- submit to the Bank, at its request, all necessary documents, pertaining to the specific transaction (receipt, slip...)
- bear costs related to justified complaints for each transaction for which the Bank has been charged;
- monitor the data transfer and, in case of irregularities, immediately notify the Bank thereof;
- inform the Bank without delay on every defect or any other irregularity;
- inform the Bank on closing or moving of the point of sale;
- indemnify all the damage caused to the Bank by acting which is not in line with the provisions of the Agreement;
- ensure replacement of a defective EFTPOS/SinglePOS device;
- provide phone support for functioning of EFTPOS devices during the Merchant's business hours;
- ensure removal of EFTPOS/SinglePOS device in case of the Merchant Agreement termination;
- facilitate the change of the EFTPOS/SinglePOS device parameters.

4. ESTABLISHING A CONTRACTUAL RELATIONSHIP WITH THE MERCHANT

The Bank provides the Merchants with the service of acceptance of payment instruments on EFTPOS/SinglePOS devices at the points of sale. However, in addition to these Terms and Conditions, the detailed conditions and use of the service are specified also in the Agreement.

The Bank freely selects the Merchant with which it will conclude a contractual relationship regarding the service use, including its discretion to refuse the contractual relationship, i.e. provision of the service to the Merchant.

5. FEE AND PAYMENT FOR THE SERVICE

The Merchant shall pay the Bank the fee for delivered service of acceptance of payment cards on the points of sale, according to the Decision on the fee tariffs of Intesa Sanpaolo Banka for domestic legal entities classified in the segment of small businesses, indicated as a percentage, and calculated against the total amount of costs incurred. The applicable Fee Tariffs of the Intesa Sanpaolo Banka d.d. Bosna i Hercegovina for domestic legal entities classified in the Small Business segment and the General Terms and Conditions are available to the Customer at the Bank's web site and its branches. The Customer may request from the responsible Relationship Manager/Branch Manager that the General Terms and Conditions and the applicable Fee Tariffs be sent via e-mail or delivered in person to them at the Bank's branches.

The Bank is entitled to collect the fee for every payment by deducting the total fee from the total amount of the sum of recorded transactions.

The Bank shall pay the Merchant the total amount of all costs/transactions to its transaction account opened with the Bank, as and within the deadlines defined in the Agreement, deducted by:

- the amount of agreed fee;
- possible approvals sent by the Merchant;

The Bank shall:

- pay all liabilities due according to the agreed terms and conditions;
- at the Merchant's request provide all the material required for unhindered effecting the transactions (labels and the like);
- provide all support needed for recording and effecting transactions created by cards as and under conditions specified in this Agreement;
- ensure installation of EFTPOS/SinglePOS device
- ensure regular servicing and removing defects following the request/notice of the defect at the Merchant's;

- possible amount the Merchant owes, based on the debit/credit note received from the Bank.

The Bank shall make all payments in the BAM currency.

In the event that a payment falls due on a non-working day, then the Bank shall make the payment the next business day.

The Bank shall make the payments of costs/transactions incurred using American Express, MasterCard, Maestro and Visa cards on EFTPOS/SinglePOS within the agreed time limit. The time limit starts on the day when the Bank receives the costs.

The Bank retains the right to modify the fee based on the total monthly transactions via EFTPOS/SinglePOS devices every 12 months, of which it shall notify the Merchant through the Annex to the Agreement. If the Merchant does not agree with the modified fee, it shall inform the Bank thereon in writing within 15 days of the day of the Annex receipt. In this case the Agreement shall be considered as terminated and the Bank shall remove the EFTPOS/SinglePOS device.

5.1. CHARGE-BACK

In all cases when suspicion exists and when it has been established that the transaction has been made in contravention of the agreed provisions, the Bank shall have the right to take any of the following actions:

- reduce the next payments by the amount of such transaction;
- refuse to pay for such transaction;
- charge the Merchant's account with the Bank;
- charge the Merchant's account with other banks based on the bills of exchange the Merchant has submitted to the Bank, if they are taken as the Agreement performance security instrument.
- request the return of the funds paid.

The Bank is entitled to use one or more of the aforementioned actions until all due receivables have been paid to the Bank by the Merchant.

5.2. OTHER EXPENSES AND FEES

The Contract Partner hereby agrees that the Bank shall be entitled to charge the Merchant's account with the Bank if it fails to regularly pay its liabilities

according to the issued invoices which are connected in any way to the acceptance of cards and/or maintenance of EFTPOS/SinglePOS devices. The fees listed include, but are not limited to, the following:

- A monthly fee for using the GPRS POS device, if it has been agreed;
- A monthly fee for POS device maintenance costs, if it has been agreed;
- A fee for effected transactions below the defined threshold, if it has been agreed;
- The agreed gross commission.

6. COMPLAINTS

A complaint is considered to be a complaint of the card holder about the transaction effected on the Merchant's point of sale.

If the card holder's complaint is filed to the Bank, having received the notice of complaint, the Merchant shall send a written explanation with supporting documents (eg. a copy of the receipt, a copy of the slip, a copy of the recorded expense, and the like) based on which the transaction was made, by the deadline indicated in the notice of complaint.

The complaint by the card holder shall be considered as justified, if the Bank does not receive a written explanation from the Merchant by the deadline indicated in the notice of complaint or if the explanation leads to conclusion that the Merchant failed to comply with the provisions of the Agreement between the Bank and the Merchant.

If the conditions mentioned in the previous paragraphs of this point have been met, the Bank (based on the justified complaint of the card holder, the return the amount subject to the complaint, or in all cases when the Merchant has approved the card holder a part or the entire amount of the effected transaction) shall make the return exclusively to the card by which the transaction was effected.

If the Bank pays the Merchant the expense subject to the approval in advance, the Bank shall retain the right not to implement the approval before the Merchant's payment (charge-back) of that expense to the Bank

Should in the course of the complaint proceedings, arbitration or compliance proceedings be initiated with American Express, MasterCard and Visa, and the case is lost, the Bank is entitled, in addition to the amount of the disputed transaction, to charge

the Merchant also for the additional costs of arbitration or compliance proceedings.

In addition to the mentioned ones, the Bank has the right to charge the Merchant for all possible additional costs caused by the initiation of the complaint proceedings.

7. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

The Bank retains the right to make amendments to the General Terms and Conditions in accordance with valid regulations and its business policy. The Bank is obliged to send a written notification thereof to the customers within min. 15 (fifteen) days prior to implementing any amendments. The notice shall be delivered through the Bank's distribution channels (by regular mail, by means of Notice that is an integral part of the Account statement, etc.). Information on the applicable business operations conditions shall be available with the Relationship Manger/Branch Manager and on the Bank's website. If the Customer chooses to reject the amendments to these Terms and Conditions, the Customer is required to notify the Bank in writing thereof, within 15 (fifteen) days upon receipt of the Bank's notification. Having received the Customer's notification on non-acceptance, the Bank is entitled to cancel the said service.

8. AGREEMENT WITH THE GENERAL BUSINESS TERMS AND CONDITIONS

By signing the Agreement the Merchant accepts the General Terms and Conditions for accepting payment cards on the Merchant's points of sale.

9. FINAL PROVISIONS

The Bank is required to store the data and documents based on which the service was agreed for at least 10 (ten) years upon the expiry of the year when the service was terminated.

The Bank shall store the said documents and data in its original form or other forms which can be regarded as evidence, in accordance with laws and Bank's documents regulating the archiving.

Having affixed their signature to the Agreement, the Merchant 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 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. 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..

All disputes that may arise in the operations related to the card acceptance on the Merchant's points of sale between the Bank and the Merchant shall be resolved amicably. Otherwise the dispute shall be resolved at the Municipal Court in Sarajevo.

If the Merchant 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 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.

Other bank documents and legal regulations shall apply to all other matters not expressly regulated by these General Terms and Conditions.

In case that some of the provisions of these General Terms and Conditions, after their adoption, are not consistent with the provisions of the Agreement, such Agreement provisions shall be applied.

These General Terms and Conditions shall enter into force on July 1, 2025.