

GENERAL TERMS AND CONDITIONS FOR DEBT FRAMEWORK FOR LEGAL ENTITIES CLASSIFIED IN THE SMALL BUSINESS SEGMENT

1. Introduction

1.1. By these General Terms and Conditions for Debt Framework for legal entities classified in the Small business segment (hereinafter: Terms & Conditions), Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) shall establish the basis for (obligatory) business relations between the Bank and the LE and PI (hereinafter: FLA beneficiary - customer, solidary debtor/co-debtor, lien debtor, co-signatory, promissory note/debenture issuer, ie FLA participants), to whom the Bank offers, on permanent or periodical basis, its banking services related to credit and documentary operations.

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 Manger and on the Bank's website.

2. Service

2.1. A Debt Framework 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 Debt Framework may be non-binding and binding.

2.2. The Debt Framework 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 Debt Framework shall be subject to a new approval.

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

3. Participants in the Debt Framework

3.1. A Debt Framework 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 Debt Framework 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 case of irregular repayment per facilities by the Customer, the Bank may demand repayment from the solidary debtor, co-debtor.

3.3. A lienee shall voluntarily pledge their real property to secure the facility repayment if the security instrument is required for approval of the Debt Framework Application. The lienee 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. Promissory note/Debenture Issuer Promissory note/Debenture is one of the instruments for securing the repayment of facilities defined within the Debt Framework. The promissory note is a security which, with the P/N statement, entitles the Bank to collect the receivables from the promissory note of exchange issuer in the event of default. A debenture is an enforceable document certified by a notary, by which the issuer of the

promissory note gives consent to the Bank to collect funds from all their accounts in the event of non-fulfilment of contractual obligations.

3.6. Participants in the Debt Framework 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. Debt Framework Approval

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

4.2. The Debt Framework Borrower-the Customer shall submit to the Bank a written Application for the Debt Framework Approval. The documents necessary for the application processing shall also be delivered with the application for approval of Debt Framework .

- Status / legal documentation consists of: Statute or act of incorporation, Decision/Current extract from the court register not older than three months, Notification of the competent Statistical Office on the classification of the entity according to activities. If the issuer of the promissory note/debenture/pledger has not been identified amid transaction account opening of the Debt Framework user, then identification documents shall be delivered with photos - copies of personal ID cards (passport) and their certificates on place of residence not older than 6 (six) months;

- Economic and financial documentation consists of: Annual financial statements for at least the previous three years, consolidated financial statements for Groups of legal entities, cross-sectional data and reports if variable, information on customers, suppliers, customer's market position, business plan, business projections, cash flow if applicable

- Documentation related to security instruments: Documentation necessary for approval of the Debt Framework depends upon the offered and for the Bank acceptable security instruments. Security instruments can be cash deposits, security instruments, real estate, movables, guarantees and sureties, receivables. Within the processing of the Request for Debt Framework approval, Bank shall notify the customer in written form about 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 can adopt a positive / negative / conditionally positive decision on approval of the Debt Framework (binding and non-binding), informing the Customer in written form or orally about the possibility to conclude and activate the agreement, that is, about the reasons of refusing the Request for approval of Debt Framework .

4.5. Upon approval of the Request, the Bank and participants in the FLA conclude the Debt Framework Agreement/Binding Debt Framework agreement for guarantees and letters of credit, which enters into force or becomes active upon meeting of any possible conditions. After activation of the Debt Framework Agreement/Agreement on Mandatory Framework for Guarantees and Letters of Credit, the individual facilities from the Debt Framework are made available to the Customer.

5. Using individual loans from the Debt Framework (binding and non-binding)

5.1. Each individual loan from the Debt Framework is subject to special approval of the Bank, that is, of its decision-making bodies.

5.2. The Bank has the right to consider the individual requests of the Debt Framework user for individual facilities, based on individual decisions of the decision-making bodies of the Bank, adopted in line with the Bank's documents for granting facilities from the already granted Debt Framework, and in such a way define all conditions of the requested facility, by concluding special annexes numbered in line with the Bank's internal documents. Such annex will not be considered a renewal within the meaning of the Law on Obligations.

5.3. The Bank shall adopt a decision on facility approval for each individual loan from the Debt Framework. This also includes an annual or extraordinary review of the business performance of the Debt Framework Borrower.

By signing the agreement, the Debt Framework user and participants in the Debt Framework confirm that they are familiar with and agree that conclusion of the Debt Framework Agreement, provision of the contracted security instruments and payment of the contracted fees and costs does not oblige the Bank to approve the individual facility at each request of the Debt Framework User, in a way and under conditions provided for in the User Request. Actually, the conclusion of the agreement, provision of the contracted security instruments and payment of the contracted fees and costs creates assumptions for the competent bodies of the Bank to take into consideration the request of the Debt Framework user for approval of individual facility under conditions presented in their request. The Bank has the right to refuse the fulfilment of any order of the user of the Debt Framework and/or request for individual facility, without giving reasons, and the Borrower of the Debt Framework has no right to indemnity on that basis.

The Bank is entitled to unilaterally reduce at any time the available amount of the Debt Framework up to the maximum amount that has been used up to that moment. Thus, the reduced amount ceases to be available to the User for individual facilities.

5.4. The Debt Framework User can use the individual loans from the Debt Framework for the guarantees and letters of credit up to the agreed amount based on the Order on issuing a guarantee and/or letter of credit, which the Bank will issue if they are in line with the Agreement on mandatory Debt Framework for guarantees and letters of credit.

5.5. Debt Framework user – the customer uses individual facilities from the Debt Framework according to their needs and possibilities, up to the amount of the approved individual facility within the period set for the use and repayment of the Debt Framework. In case individual facilities of overdraft loans are approved from the Debt Framework (approved overdraft per transaction account), and the user's account gets blocked, the Bank has the right to revoke the approved and unused amount of the approved overdraft.

5.6. Beside BAM i EUR currencies, the Bank can approve the individual loans from the Debt Framework, guarantees and letters of credit in other currencies as well. In that case, for the period from the moment of approval of the individual facility until its repayment, the amount of the approved Debt Framework will be used in the amount of BAM counter value of the facility, increased by 10% of the value of the individual placement due to a possible exchange rate change.

5.7. The final repayment of an individual facility from the Debt Framework releases the amount of the approved Debt Framework which is then available for further use of new 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 Debt Framework amount is increased to be used for new individual short-term facilities.

6. Interest rates, fees and costs

6.1. The user shall pay the interest for using the loan funds - individual loans from the Debt Framework. The interest rate can be fixed or floating accrued for the amount of used funds. The amount of interest rate is set based on the Decision on interest rates for loans of legal entities classified in the Small Business segment for

each customer individually. The customer will be informed about the interest rate before conclusion of the Debt Framework Agreement.

The fixed interest rate shall not be changed for 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. In case the EURIBOR value is less than 0, its value will be considered as 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/twelve months until the final repayment. If the day of change is a non-working day (Saturday or Sunday), the EURIBOR value is taken from the first previous working day for both dates. The Bank will inform the Debt Framework user about the change in EURIBOR, in the form of an interest rate sheet or repayment plan, via e-mail or mail.

6.2. Conclusion of the agreements on individual loans from the Debt Framework regulates the effective interest rate (EIR), depending upon the type of loan used from the Debt Framework . Effective interest rate calculation includes the following: amount of loan, loan term, interest rate and credit application processing fee.

6.3. Interest can be calculated monthly and upon maturity using the compound method for the actual number of days or the linear method on the number of days 30/360, by decursive calculation.

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. Bank has the right to calculate and charge default interest (interest at maturity) at the rate of 10% per annum for the past due period under this Agreement, and this rate is variable based on the change regulated in the Law on default interest rate.

6.6. The Debt Framework Borrower shall pay the one-off fee for processing the Debt Framework Application prior to using the individual facilities from the Debt Framework . The fee for processing the Debt Framework Application and individual facilities is defined by the Decision on the Fee Tariffs of Intesa Sanpaolo Banka d.d. BiH for domestic legal entities classified in the Small Business segment.

6.7. The FLA user can make a prepayment of individual loans from the Debt Framework . The Debt Framework user can repay loans from the Debt Framework fully or partially before the loan repayment deadline together with all due amounts of interest and other liabilities arising on the basis of individual loans, along with an irrevocable written notice to the Bank at least 15 working days in advance and with a prepayment fee - full prepayment of individual facilities. The fee for prepayment of individual loans and the Debt Framework is defined by the Decision on the Fee Tariffs of Intesa Sanpaolo Banka d.d. BiH for domestic legal entities classified in the Small Business segment.

6.8. All costs related to the conclusion of this Debt Framework 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 Debt Framework Borrower.

6.9. The bank shall charge a fee for individual loans from the Debt Framework if the individual loan is a product of the documentary business. The fee for documentary business from the Debt Framework is defined by the Decision on the Fee Tariffs of Intesa Sanpaolo Banka d.d. BiH for domestic legal entities classified in the Small Business segment.

7. Right of the Bank to control and cancel the Debt Framework Agreement

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

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 Debt Framework 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 Debt Framework Borrower.
- If the Bank has made a payment under a guarantee or a letter of credit out of its own funds.
- In case of using the individual facilities from the FLA contrary to its intended purpose,
- If the blocking of the Debt Framework 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 Debt Framework 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 Debt Framework 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 Debt Framework or signatories of the Debt Framework 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. Forfeiture, transfer and collection of debt from the assets

8.1. In case of non-fulfilment of liabilities under this Debt Framework Agreement and/or under any individual facility from the Debt Framework 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 Debt Framework Agreement and/ or under individual facilities from the Debt Framework 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 Debt Framework 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 Promissory Note to the Bank as a security instrument for the Debt Framework 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. Fees

All fees arising from the Debt Framework agreements have been defined by the applicable Decision on Fee Tariff of Intesa Sanpaolo Bank d.d. Bosnia and Herzegovina for domestic legal entities classified in the small business segment. 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 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.

11. Final Provisions

11.1. 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.

11.2. By signing this Debt Framework 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.

11.03. 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.

11.4. Amendments to the Agreement shall be made exclusively in writing, and shall constitute an Annex to the Agreement.

By signing the Agreement, all participants give their consent and authorization to the FLA User to independently sign the Request for individual facilities as well as the Agreement/Annex on individual facilities, from the Agreement, which also includes changes in interest rates and fees through agreements/annexes on individual facilities.

11.5. 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.

11.6. If the Debt Framework user 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 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 April 1st 2025.

