

**GENERAL TERMS AND CONDITIONS FOR MOBILE BANKING M-INTESA FOR DOMESTIC LEGAL ENTITIES
CLASSIFIED IN THE SMALL BUSINESS SEGMENT**

1. Introduction

1.1. General Terms and Conditions for mobile banking M-Intesa for legal entities (hereinafter: General Terms and Conditions) govern the rights, obligations and conditions for using the mobile banking M-Intesa by customers-legal entities. General Terms and Conditions govern a business relationship between Intesa Sanpaolo Bank d.d. Bosnia and Herzegovina (hereinafter: the Bank) and a customer-legal entity that negotiates the service of mobile banking M-Intesa for legal entities (hereinafter: the Customer).

1.2. The Bank retains the right to change and amend the General Terms and Conditions in accordance with valid regulations and its business policies. The Bank is obliged to send a written notification thereof to the Customers within min. 15 (fifteen) days prior to any such change. Information on the applicable operation conditions shall be available at all the Bank's branches and website. If the Customer chooses to reject the changes and amendments to these General Terms and Conditions, it is required to notify the Bank in writing accordingly within 15 (fifteen) days upon receipt of the Bank's written notification. Having received the Customer's notification on non-acceptance, the Bank is entitled to cancel the said service.

2. Service

2.1. Mobile banking M-Intesa, is a service of the Bank that enables the Customer to conduct financial transactions and view the account balance using their mobile phone (smart phone and/or tablet) via an Internet access.

2.2. To use the M-Intesa mobile banking, a prospective service user-the Customer is required to fill in and sign an Application Form for M-Intesa mobile banking for legal entities classified in the small business segment, whereby they declare that they have read the General Terms and Conditions, consent with their implementation and accept all rights and obligations arising thereof, and that they have been apprised of and give their consent to all the costs related to the use of M-Intesa mobile banking for legal entities, thus being presented to them.

With the Application Form, the Customer's authorised representative shall also sign the Agreement on M-Intesa Mobile Banking for Legal Entities Classified in the Small Business Segment.

3. Customer-Service User

3.1. The Customer-user of the M-Intesa mobile banking service for legal entities is a legal entity having been approved with the use of this service by the Bank. A legal person holding or opening a transaction or foreign currency account with the Bank may become a Customer.

3.2. Authorised person(s) is/are natural person(s) authorised to submit and/or sign a payment order by a legal representative of a legal entity-Customer indicated in the Application Form.

Persons authorised to sign orders related to the service of M-Intesa mobile banking for legal entities shall be persons also listed in the specimen signature card.

3.3. In accordance with its business policy terms, the Bank reserves the right to reject the Application Form, i.e. it decides on approval or rejection of the service, with no obligation to explain its decision to the Applicant.

4. Scope of service of M-Intesa mobile banking for legal entities

4.1. Within M-Intesa mobile banking for legal entities, the Bank offers certain scope of services that the Customer accepts by signing the Application Form for using the M-Intesa banking service for legal entities classified in the small business segment.

4.2. The Bank has the right to change the scope of services and is required to notify the Customer thereof. If the Customer does not agree with the changes, they have the right to cancel the Service in line with the Agreement.

4.3. The Customer shall not be entitled to request an indemnity if the contents of the M-Intesa Mobile Banking Service have been changed.

4.4. Based on the duly populated and signed Application form, M-Intesa mobile banking for legal entities provides the Customer with the following:

- insight into all the products used in the Bank (accounts, loans and cards)
- overview of balances, turnover and liabilities by accounts and cards,
- domestic payment services,
- money transfer and conversion services,
- Review of all orders and their status via M-Intesa as well as other information,
- Review news and reports from the Bank (standard rates, special facilities, notices)

5. Concluding the service M-Intesa mobile banking for legal entities

5.1. Customer concludes the service of M-Intesa mobile banking for legal entities by signing the Application Form and the Agreement on M-Intesa Mobile Banking for Legal Entities Classified in the Small Business Segment (integral part therein being these General Terms and Conditions). M-Intesa mobile banking service for legal entities is being concluded for an indefinite period.

5.2. In order to conclude the service, the Customer is required to submit to the Bank a certified copy of a personal

identification document (ID card/passport/CIPS registration certificate) for a person to be authorised to use the Service. A certified copy of the identification document and CIPS must not be older than six (6) months if it refers to a resident private individual. If the person authorised to use the Service is a non-resident, they shall submit to the Bank a personal identification document (ID card/passport/document indicating the Customer's address in the country of origin), i.e. copy thereof certified by the competent state body in BiH or abroad duly certified pursuant to applicable regulations and international treaties. A certified copy of this document/s must not be older than three (3) months. If foreign documents are not written in one of the official languages used in Bosnia and Herzegovina, the Customer shall submit the translation thereof certified by the certified court translator.

5.3. When concluding and using the service of M-Intesa mobile banking for legal entities, the Bank may also ask for additional documents for purposes of identification of the Customer and authorised representatives, all in line with effective laws.

5.4. After the service application approval and signing of the Agreement on M-Intesa Mobile Banking for Legal Entities Classified in the Small Business Segment, authorised persons/entities shall be provided with a user name and initial password, as well as an activation code. Successful activation requires correct activation key. This is a part of confirmation of the M-Intesa service activation. If a Customer - legal entity uses ELBA e-banking in Intesa Sanpaolo Banka, an activation key can also be taken over via ELBA application.

5.5. After the service application approval and signing of the Agreement, as well as after delivery of the user

name, initial password and activation code, the Customer will be able to use all segments of the M-Intesa mobile banking service for legal entities the next business day.

5.6. Also, the Service shall be considered as agreed by the Customer, if they agree with the Bank to open such account type that, by default, includes the service of M-Intesa mobile banking for LEs (with or without a promotional offer) or if they agree to use other Bank's services which by default include this service, too.

6. Obligations and responsibilities of the Customer

6.1. The Customer is obliged, before starting to use M-Intesa (mobile banking service for legal entities), to ensure minimum preconditions for the use of mobile banking, which includes a mobile phone and an Internet access. The user is obliged to download the mobile banking application from the relevant market (e.g. Google Play) and install it on the mobile device (mobile phone). The user may use the mobile banking application on several devices simultaneously. A new activation code should be entered for each device. At the first login, the service user needs to enter the activation code to verify the identity of the User and the device, and then enter the user name and password for registration for the Service. Service user shall maintain confidentiality of the user identification and thereby accept full responsibility for any obligations and damages caused by the breach of their user identification confidentiality. In case of an unauthorised use of the user identification and any other form of security breach they are aware of, the Customer is required to immediately, i.e. without any delay, notify the Bank thereof (in writing). Service user shall use the Service in manner defined in the Mobile Banking User Guide being provided at the service approval. In the event that the service user uninstalls the mobile banking application for whatever reason (loss, theft of a mobile device, etc.), it must be reinstalled and activated on the mobile device (mobile phone) using the activation code. If the service user suspects or determines that another person has learnt his/her password, he/she can change it at any time in the manner described in the Mobile Banking User Guide for Legal Entities Classified in the Small Business Segment. The user undertakes to issue payment orders in the amount of available funds on the accounts. Service user is responsible for the accuracy of all payment orders and is the one to bear the risk of incorrect data entry and misuse in his/her own environment.

6.2. The Customer/Customer's Authorised Representative shall use the M-Intesa Mobile Banking Service for LEs as stipulated by the M-Intesa Mobile Banking User Guide for Legal Entities Classified in the Small Business Segment.

6.3. Customer/Customer's Authorised Representative shall promptly report to the Bank any mobile device loss or theft. The Bank shall block the service as soon as it has received the report thereon.

6.4. The Customer hereby undertakes that their payment orders shall be fully legitimately authorised, effective and valid.

6.5. The Customer shall report to the Bank any change of the Authorised Representative's status, i.e. the change of authorisation.

6.6. Customer shall be liable for any damage incurred due to loss, unauthorised use or inappropriate use of the mobile device, non-observance of these General Terms and Conditions or a mobile device misuse by a third party.

6.7. Customer is responsible for the accuracy of all payment orders and is the one that bears the risk of incorrect data entry and misuse in their own environment.

7. Obligations and responsibilities of the Bank

7.1. The Bank shall guarantee to the Customer disposal of funds on the account at all times, being the account opened on the basis of an agreement concluded with the Bank up to the amount of funds available on the account, including also the approved overdraft.

7.2. The Bank undertakes to execute payment orders on the day the order is received or on the value date, by the cut off time defined by the Bank according to its payments procedures, i.e. thereof on the first business day of the Bank delivered to the Bank outside the cut-off time.

7.3. The Bank shall not bear any responsibility if a customer is not able to use the Service due to interference in telecommunication channels or due to other circumstances beyond the Bank's control, especially in cases of force majeure, and in cases of outage of power system in Bosnia and Herzegovina or outage of telecommunication channels.

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

7.5. The Bank reserves the right to block the Service use in case of reasonable suspicion of abuse, and to notify the Customer thereof. The Bank is not required to verify the owner of a mobile phone number listed in the agreement.

8. Effecting a transaction

8.1. The Bank shall effect a transaction when the conditions defined herewith have been met.

8.2. In case the service may not be performed due to the current status of an account, the Bank shall not perform the requested service.

8.3. Customer undertakes to dully complete all orders, according to the legal regulations, stipulated payment procedures and these General Terms and Conditions. When completing the orders, the Customer must take into consideration the funds available on their account with the Bank on the day when orders are submitted.

8.4. If the order cannot be executed due to the lack of funds on the specific account or incorrect submission of the payment order by the Customer, the Bank shall not execute the order.

8.5. The Bank bears no responsibility for not executing a payment or a transfer, i.e. for incorrectly executed payment or transfer via M-Intesa Mobile Banking for legal entities as caused by incorrect data entry by the service user.

8.6. The Bank bears no responsibility for consequences of the service use that is contrary to the effective Terms and Conditions.

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

9. Fees

9.1. A fee for the M-Intesa mobile banking service for legal entities shall be collected from the Customer's account or by other form of collection according to the applicable Decision on Fee Tariffs of the Intesa Sanpaolo Banka d.d. BiH for domestic legal entities classified in the small business segment without

additional approval by the Customer and a written notice of the User. 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.

10. Reporting and complaints

10.1. The service user consents to receiving product and service notices by the Bank (in writing, by phone, e-mail) as a part of its business activities and for purpose of promotion of such and other products and services of the Bank. The service user has been notified about intention to use their personal data for marketing purposes and waives their right to object such processing.

10.2. Having signed the agreement, the service user 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.

10.3. Customer may file a complaint about reported payments within 8 days from the account statement receipt.

11. Other notices

11.1. Customer shall duly inform the Bank on any changes to their personal particulars which affect or may affect the use of M-Intesa Mobile Banking Service for LEs.

12. Service cancellation

12.1. If the Customer no longer wishes to use the M-Intesa mobile banking service for legal entities, they shall cancel the service in writing, i.e. they shall file a service cancellation request to the competent RM and/or the branch manager in the Bank's Regional Centre.

12.2. If the service user fails to comply with the General Terms and Conditions and if the Bank cannot collect the fee from their account, the Bank reserves the right to cancel the service subject to prior notice thereof.

13. Dispute resolution

13.1. The Bank and the Customer shall resolve their disputes amicably, otherwise they shall agree on the court jurisdiction according to the location of the Head Office of the Bank.

14. Confidentiality and personal data use

14.1. Having affixed their signature to the Application Form, the Customer gives an irrevocable consent to the Bank to take all actions related to the processing of personal data of its authorized 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, and 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.

15. Final Provisions

15.1. These General Terms and Conditions shall enter into force on 01/01/2025.

