



GENERAL TERMS AND CONDITIONS FOR TRANSACTION ACCOUNT AND DOMESTIC PAYMENTS OF LEGAL ENTITIES CLASSIFIED IN THE SMALL BUSINESS SEGMENT

1. INTRODUCTION

1.1. General Terms and Conditions for transaction account and domestic payments of legal entities classified in the Small Business Segment (hereinafter: General Terms and Conditions) supplement the special terms defined by agreements between Intesa Sanpaolo Bank d.d. BiH (hereinafter: Bank) and legal entities, as well as artisans and other legal entities (hereinafter: customer), with whom the Bank enters into agreements on the transaction account and domestic payments.

1.2. General Terms and Conditions apply to the rights and obligations defined by agreement between the Bank and a person that shall operate via transaction account, and use the Domestic Payments Services.

1.3. The Bank reserves the right to amend these General Terms and Conditions in accordance with applicable regulations and its business policy. The Bank is obliged to send a written notice thereof to the customer within min. 15 (fifteen) days prior to application of any amendment. In that case, the customer consents with any amendment thereof and may receive further information at all branches of the Bank, as well as through the valid General Terms and Conditions published on the Bank's website. If the customer chooses to reject the amendments to the General Terms and Conditions they are required to notify the Bank in writing accordingly within 15 (fifteen) days upon receipt of the Bank's written notice. Having received the customer's notice on non-acceptance, the Bank has the right to cancel this service.

2. TRANSACTION ACCOUNT AND DOMESTIC PAYMENTS

2.1. Type of Account: A deposit account (the account for regular operations, the account of the organisational part, the special purpose account and the public revenue collection account).

2.2. Currency: BAM

2.3. A legal entity transaction account shall be opened for payments in the domestic payment system. The payment is effecting the payment transactions for the purpose of transfer of funds from one account to another, deposits and withdrawals to/from the account, collection from the account, accrual payments as well as other payment operations according to the Law on Domestic Payment System and regulations governing the payment transactions. The payment shall be made up to the amount of funds available on this account. The available funds are the transaction account positive balance, together with a possible overdraft approved for the transaction account-OVERDRAFT. The overdraft

shall be approved based on the customer's application and be separately contracted, if approved by the Bank.

2.4. The customer may open the following accounts with the Bank:

- the account for the regular operations in the customer's name;
- the account of the customer's organisational part registered pursuant to the law;
- the special purpose account; and
- the account for public revenue collection.

Funds on the accounts of organisational parts and special purpose accounts are integral parts of funds on the customer's accounts for regular operations. Accounts for public revenue collection to which the public revenues are paid for Republika Srpska/Federation of BiH, cantons, municipalities, cities and funds and distribution of the funds paid to the accounts of public revenue users, according to the special regulations. The customer may open only one account for regular operations with the Bank, and one account for every organisational part, while they may open several special purpose accounts, according to their needs and regulations, provided that, when opening those accounts, they submit to the Bank the documents which evidently show the need and purpose for opening such accounts. If the customer holds more than one account for regular operations with banks, they shall designate "the principal account" through which the following payment orders shall be executed:

For the Federation of BiH – orders for payment the customs and customs fees, special taxes-excises, VAT, income tax and other taxes prescribed by special regulations, orders for payroll contributions payable by the employer and employee, orders for other public revenues based on the special regulations, orders for forced collection of the statutory obligations and public revenues, orders for collection related to securities and security instruments for payments, and orders for enforcement of court decisions and other enforceable instruments (hereinafter: the forced collection orders) and the records on outstanding payment orders shall be kept.

For Republika Srpska – the orders for forced collection of statutory obligations and public revenues, orders for collection related to securities and security instruments, and orders for enforcement of court decisions and other enforceable instruments shall be executed.

The customer shall submit the application to the Bank for determination of the principal account that may be open in the seat of the customer with the Bank's organisational part operating in the territory of Republika Srpska and the Federation of Bosnia and Herzegovina, depending on the Entity where the customer is seated. If the customer opens only one account for regular operations, that account shall be considered and recorded as the principal account. If the customer wants to change the principal account, they shall submit an application to the Bank maintaining the principal account, for determination of other regular account as a principal account. The Bank shall not act upon the customer's application for changing the principal account if outstanding forced collection orders are recorded on that account.

As for the forced collection from the account, the Bank shall act in line with the applicable laws and regulations governing this area.

If the account is blocked based on the forced collection order, the Bank shall notify the customer thereof in writing and of the amount of funds required for execution of the forced collection on the day of blockade or the following business day at the latest. The Bank shall immediately submit the data to the Single Registry of Accounts of Business Entities in Bosnia and Herzegovina on the blocking, and of the unblocking of the account mentioned in Article 2 of this Agreement based on forced collection,

2.5. Documents required for opening an account with the Bank are the following:

- Application for opening and maintaining the accounts of legal entities, artisans and other entities
- Appendix 1 Information about the director;
- Appendix 3 Specimen signature card;
- Questionnaire for legal entities, artisans and other entities
- Appendix 1 Questionnaire for customers - legal entities, artisans and other entities, ownership structure
- Application for determination of the principal account (optional)
- Application for determination of the type of account (optional)
- PEP form (for founders, ultimate beneficial owners, persons authorised for representation and presentation and the persons authorised for disposing of funds on the customer's accounts);
- FATCA Form
- Decision on entry into the Court Register or current excerpt from the Court Register or the decision on alteration of data in the Court Register, or other respective register not older than three months;
- The customer's articles of incorporation or business rules that are not entered into the Court Register or the document of the customer's establishment, if it has not been established directly on the basis of the regulation.
- To open an account for the legal entity's part (business unit or subsidiary), apart from the appropriate documents, it is necessary to submit also the court registration of the part of the legal entity that requires opening the account.
- A copy of the Official Gazette should be submitted for the legal entity established on the basis of law.
- Notice of the competent Statistics Institute of FBiH on the entity classification according to activities/Republika Srpska Institute of Statistics
- Certificate of the tax registration with the FBiH/RS Tax Authority, depending on where the customer opens the account;
- Certificate of the VAT payer registration with the Indirect Taxation Authority or a declaration of a legal entity that it is not a tax payer, except for a newly-established legal entities that have to submit this certificate within 30 (thirty) days of the day of the transaction account opening with the Bank.

- Operating permit if it is required for specific type of operation;
- Financial statement for the last accounting period submitted to the competent institutions, and for newly-established entities after submission of the first statement of accounts;
- Information and identification documents with photographs - copies of ID cards (passports) of the customer's legal representatives, persons authorised for disposal of funds and their specimen signatures, as well as their residence certificates not older than 6 (six) months;
- A copy of ID card (passport) of other person who only presented the necessary documents;
- Copies of ID cards (passports) of private individuals who are ultimate beneficial owners of the customer, and their residence certificates, not older than 6 (six) months
- Power of Attorney, copies of ID cards (passports), residence certificates, not older than 6 (six) months for persons who make cash deposits to the bank's account, if they are not recorded into the specimen signature card.
- Other items according to the appropriate regulations
- Other documents as requested by the Bank

In cases of opening bankruptcy or regular liquidation proceedings, with the application for an account opening for the customer under the bankruptcy or regular liquidation proceedings, the bankruptcy or liquidation administrator shall submit to the Bank also the following documents:

- Decision on opening the bankruptcy or liquidation proceedings; and
- The specimen signature card of the persons authorised for signing the order for disposal of the funds on the account;
A proof that the applications have been submitted for closing of all existing accounts for regular operations and other accounts of the customer under the bankruptcy or regular liquidation proceedings,
- Order to transfer the funds from the accounts being closed to new accounts of the account holder under the bankruptcy or liquidation;
- Other documents at the Bank's request.

In these cases, the Bank is obliged to close the customer's account, and to transfer the funds from the closed account to the legal successor's account, i.e. the successor determined by law or other regulation. If the successor has not been determined-then the Bank shall transfer the funds to the account of funds not used by the Bank.

2.6. The Bank may, without any special explanation, reject the customer's application for the transaction account opening if the customer has the blocked accounts with other banks and if they operated unduly via previously open accounts with the Bank. The Bank shall not open a transaction account to those customers who, on the date of the account opening, have outstanding liabilities toward the Bank on any basis.

2.7. The Bank shall close the customer's account based on the written application, according to the regulations governing the domestic payments and payment transactions and concluded agreement or *ex officio* according to the regulations that result in the

account closing. Prior to closing the account for regular operations, the Bank shall close all accounts of organisational parts and the accounts for special purposes opened with the Bank.

The customer is required to submit the following documents with the application for closing the account for regular operations because of cessation of the registered activity:

- Decision on deletion from the Court Register, if the customer has been entered in the Court Register;
- Decision or any other document on deletion of the customer from the register or records of the responsible authority;
- Decision of the responsible authority on abolishing the customer's organisational parts;
- Certificate of deletion from the Register of Business Entities classified according to activities of FBIH Statistics Institute/RS Statistics Institute;
- Certificate of deletion from the Tax Authority Register; and
- Order to transfer the funds from the account being closed.

The Bank reserves the right to request that all services used by the customer be closed prior to their account closing. The Bank must not close the account with the recorded outstanding forced collection orders. Exceptionally, if the Bank maintains the principal account it shall close the Customer's principal account as a result of application of regulations requiring the account closing. In that event the forced collection orders shall be recorded to the legal successor's account or returned to the ordering party.

2.8. An inactive account is the account where there has been no activity such as deposit or withdrawal of funds, made or ordered by the holder, legal representative or other authorised person (hereinafter: customer) for 12 months from the latest activity or for 12 months after expiry of the agreed deadline or agreed relationship in case of term and special purpose deposits and the deposits connected to the card operations. The Bank shall send a written notice of the account closing to the customer's latest known address. If the customer fails to activate their account within 15 days of receipt of the notice, the Bank shall close the account if there are no funds thereon. If there are funds on the account, the Bank shall transfer them to the revenue account and close the account. At any time, the customer may submit to the Bank an application for returning the funds mentioned in the previous paragraph and the Bank shall disburse the funds after ownership identification at its expense. Inactive account closing fee shall not be higher than the fee calculated and collected for the regular account closing.

2.9. The transaction account opening agreement shall be concluded for a fixed period of time of one year from the date of the agreement conclusion with its automatic renewal. Every party has the right to terminate the Agreement by a written notice, and in that case, the account shall be closed after all payable and outstanding liabilities toward the Bank have been settled. If neither party to the agreement files an application for the termination of the Agreement, it shall be automatically renewed for the next year/s.

2.10. No limitation exists as to the minimum and maximum amount of funds on the account, as well as the number of deposits and withdrawals to/from the account. The funds

on the account shall be available to the customer at their request up to the amount of current balance.

2.11. The nominal interest rate the Bank pays to the customer for the amount of positive balance on their account is 0.00% per annum. The interest rate is fixed during the Transaction Account Agreement and is calculated by application of the conform calculation method. The interest amount shall be paid to the customer at the end of the month for that month. The effective interest rate is equal to the nominal interest rate.

2.12. The Bank shall inform the customer on the balance and all changes on the account the next day of the day when the change occurs, via the account activity statement to be taken over at the Bank or be delivered via e-mail or electronic bank or through SWIFT if the customer satisfies the conditions for delivery of the statement through SWIFT. The customer shall check the correctness of the statement and file a complaint to the Bank within the next 2 (two) business days.

2.13. The customer is required to inform the Bank on changes in the Decision/Excerpt from the Court Register immediately or no later than within 8 (eight) days from the day of change, as well as on all possible changes of status, address, authorised persons and other changes related to the identification documents submitted in the account opening process, by submitting the appropriate documents where the changes are evident and by depositing the signatures of authorised persons.

The customer agrees that the Bank may correct the wrong book entries in their account that may occur due to the Bank's error, on the same business day. After the mentioned business day, the subsequent corrections are possible after sending a written notice to the customer and receiving the written consent from the customer either through the official e- mail address the customer sent to the Bank for the purpose of communication or through the post.

The Bank shall not bear any responsibility for untimely executed orders due to the force majeure, electricity outage, telecommunication interruption or malfunctioning of the system for interbank transactions, as well as other similar causes that cannot be attributed to the Bank.

2.14. By signing this Agreement, the customer gives an irrevocable consent to the Bank to take all actions related to the processing of personal data of the person authorised to represent the customer, 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 institution 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 expiry on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. By signing this Agreement, the customer approves 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.

Exceptionally, the Bank may submit the data on the customer's account changes and the balance as well as other data obtained based on the established business cooperation with the customer to the third party-(legal or natural person), if they have the customer's written consent.

2.15. Parties to the Agreement agree that the Bank shall not bear any responsibility if it is unable to effect transactions subject to any restrictions imposed on the Bank by Intesa Sanpaolo Group, international sanctions imposed by the United Nations, European Union (EEAS), OFAC and other institutions both in BiH and the states whose restrictions affect the business operations of Intesa Sanpaolo Group and the Bank.

2.16. By signing this Agreement, the customer undertakes to ensure that they and their employees, treat all data they have access to or learn during their business cooperation with the Bank as confidential information and a business/banking secret. It also undertakes not to disclose it to third parties, during and after termination of business cooperation with the Bank, unless they are ordered to do so by government authorities.

2.17. The customer's order for payment from the transaction account, that must be signed and certified, may be given only by the persons authorised to dispose of the account, whose signatures are submitted to the Bank. If the customer uses an electronic bank, the orders should be signed according to the regulations governing the electronic signature.

The customer shall submit to the Bank a duly completed order for cash payment and withdrawal on the prescribed form. The customer is required to announce the withdrawal of cash from the account in the amount of over BAM 20.000,00 one day in advance, for the purpose of provision of cash to the place of withdrawal. The Bank shall execute cash withdrawal orders only if they are in line with the Regulation on conditions and payment in cash in the Federation of Bosnia and Herzegovina/Regulation of conditions and payments in cash of Republika Srpska and method of cash payments in Republika Srpska/ the Law on Payment Transactions of Brčko District of Bosnia and Herzegovina. The Bank shall execute the cashless payment orders, for which there are sufficient funds on the account and which are correctly completed and documented in accordance with the Bank's request, according to the Law on Payment Transactions of the Federation of Bosnia and Herzegovina /Law on Payment Transactions of Republika Srpska/Law on Payment Transactions of Brčko District, and other possible applicable laws and regulations.

If the conditions have been met for execution mentioned in the previous paragraph, payment orders to other customers in other banks shall be executed in the currency on the same day via giro clearing, if they have been received by the Bank by 12:00 hrs, or via RTGS if they have been received by the Bank by 15:30 hrs. All payment orders received after the mentioned times directed to the accounts with other banks, shall be executed at the beginning of the next business day. The payments in favour of customers whose transaction account is open with the Intesa Sanpaolo Banka d.d. BiH shall be made on the same day if they have been received by the Bank before 18:30 hrs. Cash withdrawals shall be made immediately.

If the Customer makes bulk or individual payments to the Bank's account, they are required to write in the section "purpose of payment" one of the following codes:

PLT for salaries,

PKF for early repayment of private individual loans,

KFL -for regular repayment of private individual loans,

KPL -for repayment of legal entity loans.

For the bulk payments of salaries (PLT) and repayment of private individual loans (PKF or KFL) it is necessary to send the lists in acceptable formats (txt or excel) to the following e-mails:

Osobna primanja - Stanovnistvo.Place@intesasanpaolobanka.ba

Repayment of private individual loans - Stanovnistvo.Obustave@intesasanpaolobanka.ba

If the Bank makes an error in the phase of order execution, the Bank shall reimburse the costs incurred to the customer.

The Bank shall not bear the responsibility for untimely executed orders due to the force majeure, electricity outage, telecommunication interruption or malfunctioning of the system for interbank transactions, as well as other similar causes that cannot be attributed to the Bank.

The customer expressly authorises the Bank and gives an irrevocable order to the Bank to collect from the transaction account the receivables for payments services arising out of the Transaction Account Agreement, according to the applicable Decision on the Fee Tariffs for Banking Services. In the event that there are not sufficient funds on the account, the Bank should collect the receivables from all accounts the customer holds with the Bank.

3. FEES

The fee for contracting and maintenance of the transaction account, including the fees for effecting transactions via domestic payments system, shall be collected according to the applicable Fee Tariffs of Intesa Sanpaolo Banka d.d. BiH for domestic legal entities classified in the Small Business Segment.

4. FINAL PROVISIONS

4.1. These General Terms and Conditions shall enter into force on their adoption date.

4.2. All matters not explicitly regulated by these General Terms and Conditions shall be subject to applicable regulations and other documents of the Bank regulating the operations with legal entities.

4.3. In case that some provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable and other regulations, such regulations shall apply until the amendments have been made to these Terms and Conditions.

Place and Date:

Signature and stamp of the customer's authorised person:
