

## **GENERAL BUSINESS TERMS AND CONDITIONS ON INTESA SANPAOLO ELECTRONIC BANKING ELBA FOR DOMESTIC AND FOREIGN LEGAL ENTITIES CLASSIFIED IN THE CORPORATE AND SME SEGMENT**

### **1. Introduction**

1.1. General Terms and Conditions for using the Intesa Sanpaolo Electronic Banking ELBA (hereinafter: General Terms and Conditions) govern the rights, obligations and conditions for using the Electronic Banking by customers-legal entities. General Terms and Conditions govern a business relationship between Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) and customer-legal entity that negotiates the service of Intesa Sanpaolo Electronic banking ELBA (hereinafter: the Customer). the Customer).

1.2. 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 notification shall be delivered through the Bank's distribution channels (by regular mail, by means of a Notice that is an integral part of the Account Statement, by electronic bank itself and similar). Information on the applicable business operations conditions shall be available with the Relationship Manger 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.

### **2. Service**

2.1. Intesa Sanpaolo Electronic Banking ELBA is service of the Bank allowing the Customer to effect financial transactions and review the account balance via the global computer network-Internet.

2.2. To start using the Intesa Sanpaolo Electronic Banking ELBA, the future service user-the Customer is required to fill in and sign the Application Form for using Intesa Sanpaolo Electronic Banking - legal entities, whereby they declare that they have read the General Terms and Conditions, that they give their consent to their application and accept all rights and obligations arising from them, including the amendments

thereto and that they have been informed on and give their consent to all costs to be incurred by using Intesa Sanpaolo Electronic Banking, and that they have been presented to them.

Along with the Application Form for using electronic banking - legal entities, the Customer's authorised representative shall also sign the Agreement on Use of ELBA Electronic Banking Services.

### **3. Customer-Service User**

3.1. Customer - Customer-Service User of Intesa Sanpaolo Electronic Banking ELBA is a legal person allowed by the Bank to use Intesa Sanpaolo Electronic Banking ELBA. A legal entity holding or opening a transaction or foreign currency account with the Bank may become a Customer.

3.2. Authorised representative(s) is/are private individual(s) authorised to submit and/or sign a payment order, **overview of transactions and statement** by a legal representative of a legal entity-Customer indicated in the Application Form for using Intesa Sanpaolo Electronic Banking - legal entities.

3.3. In accordance with its business policy terms, the Bank reserves the right to reject the Application Form for using Intesa Sanpaolo Electronic Banking, i.e. decide on approval or rejection of the service provision, with no obligation to explain its decision to the Applicant of the Application Form for using Intesa Sanpaolo Electronic Banking - legal entities.

### **4. Range of Intesa Sanpaolo Electronic Banking Services ELBA**

4.1. The Bank offers specific range of services via Intesa Sanpaolo Electronic Banking ELBA which are accepted by the Customer by signing the Application Form for using Intesa Sanpaolo Electronic Banking - legal entities.

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 stated changes, they have the right to cancel the Service in line with the Agreement.

4.3. The Customer shall not be entitled to request the indemnity if the content of the Intesa Sanpaolo Electronic Banking ELBA Service has been changed.

4.4. According to the completed and signed Application Form for Electronic Banking - legal

entities, Intesa Sanpaolo Electronic Banking ELBA, shall allow the Customer:

- Payments in the country and abroad
- Conversion of currencies at the daily exchange rate during Bank business hours. The Bank is entitled to determine the deadline for the delivery of the conversion order, informing the customer thereof by means of a written notification, a notification that is an integral part of the account statement or by a message through the Electronic Bank itself.
- Insight into account balance
- Review of the account transactions
- Receiving electronic statements of account (pdf, txt format)
- Review of the daily exchange rate list
- Review of news and messages from the Bank (standard rates, special facilities, notices)
- Communication with the Bank

4.5. For each transaction made in domestic payment system through Intesa Sanpaolo Electronic Banking ELBA, the user may generate electronic receipts in the pdf format for all approved orders, while a notice for foreign currency orders is sent via email.

## **5. Contracting of Intesa Sanpaolo Electronic Banking**

5.1. The customer shall contract Intesa Sanpaolo Electronic Banking by signing the Application Form for Electronic Banking - and signing the ELBA Electronic Banking Agreement of Intesa Sanpaolo Bank, including the General Terms and Conditions as their integral part. The use of Electronic Banking is contracted for an indefinite period of time, i.e. until the transaction/foreign exchange account is closed, cancellation of service by one of the contracting parties or occurrence of other circumstances, which result in the service being closed down.

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 with a photo (ID/passport) for the person who will be authorized to use the service and the certificate on place of residence (CIPS), unless it is a constituent part of the customer account file. 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. A certified document is considered to be a document certified by a competent authority in Bosnia and Herzegovina or the confirmation of the RM that the original document has been reviewed. If the person authorized to use the Service is a non-resident, he/she shall deliver the personal identification

document with a photo (ID card/passport) and a document presenting their address in their domicile country) in a copy certified by the competent state body in BiH or abroad, coupled with the appropriate certification in line with applicable regulations and international treaties. A certified copy of the document 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 the effective laws. .

5.4. Following the approval of the Application Form for Electronic Banking - legal entities and signing the Agreement of Use of ELBA Electronic Banking, the Authorised Representatives are given an identification device -Token, ensuring the safe use of the Intesa Sanpaolo Electronic Banking ELBA. The Bank shall issue to the Authorised Person a user name and initial password with the identification device. The authorised person, following the approval of access to the Intesa Sanpaolo Electronic Banking ELBA is requested to sign a certificate confirming receipt of the identification device - Token.

5.5. After approval of the Application Form for Electronic banking for legal entities and signing the Agreement on Use of Electronic banking, and delivery of an identification device - Token, user name and initial password, the Customer shall be allowed to use all segments of the Intesa Sanpaolo Electronic Banking.

## **6. Duties and responsibilities of the Customer**

6.1. Prior to using the Intesa Sanpaolo electronic banking, the Customer shall provide for minimum technical conditions required for system access, which implies the following:

- PC with optimum configuration for the operating system
- Internet connection
- Newer versions of web browsers

6.2. The Customer's Authorised Person is required to change the initial password after their first logging on ELBA. The new password must contain an upper-case letter, a lower-case letter, a number and a special character and have a length of min. 8 characters.

6.3. The Customer's Authorised Person is required to keep the identification device safe - Token, as stipulated by the Instruction for the identification device use and must not give it to the other person.

6.4. The Customer/the Customer's Authorised Person shall use the Intesa Sanpaolo Electronic Banking Service ELBA as stipulated by the Instruction for use of the Intesa Sanpaolo Elektronic Banking Services ISP ELBA.

6.5. If the identification device-token is damage or lost, the Customer shall bear the costs of its replacement according to the applicable ISP Bank Decision on the fee rates for domicile legal entities classified in the Corporate & SME segment.

6.6. If the authorised person of the Customer suspects or learns that another person knows his user identification - password, he himself may can change it at any time as it is described in the User manual for electronic banking services ISP ELBA.

6.7. The Customer/the Customer's Authorised Person shall report to the Bank the identification device loss or theft without delay. The bank will, upon getting the report, disable its use, no later than the first following working day.

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

6.9. Regarding the international electronic payment orders, the Customer shall immediately, after their entry, submit to the Bank documents indicating the basis for payment, according to the foreign currency operations in BiH, and the documents shall be kept by both the Bank and the Customer in their archives. The documentation is submitted via e-mail or as an attachment in ELBA electronic banking itself.

6.10. The Customer shall report to the Bank any change of the Authorised Representative's status, i.e. the change of authorisation. If the authorisation has expired, the Customer shall return the identification device-token that he received from the Bank for his use.

6.11. The Customer shall be liable for all damage incurred by loss, unauthorised use or inappropriate use of the identification device, non-compliance with these General Terms and Conditions or abuse of the identification device by a third party.

6.12. 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.

6.13. The customer shall take care of the security of the information system, including but not limited to the following:

- to protect the authentication means and other confidential data or
- to protect the data on payments;
- to update the protection tools (f.e. Anti-viruses, Firewalls, patches);
- to consider the threats and risks associated with downloading the Software over the Internet if the customer is not reasonably certain of its authenticity and the fact that it has not been compromised;
- protection against identity theft,
- protection against possible attempts of social engineering.

The Bank will periodically provide information about possible threats on the Internet and guidelines for protecting.

## **7. Duties 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. 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 and as defined on its web page. Orders received after the cut-off will be executed on the first following business day of the Bank. The Bank reserves the right not to execute the order in the manner described above if the execution of the order is contrary to the positive regulations in Bosnia and Herzegovina and if the Bank required documentation of the payment order and the Customer failed to provide it.

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 disable

the Service use if the Customer fails to pay due liabilities to the Bank.

7.5. The Bank reserves the right to disable the Service use in case of reasonable suspicion of abuse, and to notify the Customer thereof

## **8. Effecting a transaction**

8.1. The Bank shall effect a transaction when all requirements have been satisfied according to the General Terms and Conditions and the Intesa Sanpaolo ELBA User Manual, which provides instructions on appropriate use of the Intesa Sanpaolo Electronic Banking.

8.2. 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.

8.3. 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.

8.4. The Bank shall not bear any responsibility for failing to execute payments or transfer, i.e. Incorrectly executed payment or transfer via Intesa Sanpaolo Electronic Banking caused by incorrectly entered data by the Customer.

8.5. 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 Intena Sanpaolo Group and the Bank.

## **9. Fees**

9.1. Fees for Intesa Sanpaolo Electronic banking and a fee for payments effected via this service shall be charged against the Customer's account or shall otherwise be collected in line with the effective Decision on the fee tariff of ISP Banka for local legal entities classified in the small business segment.

Fees include: a monthly fee for the Electronic Banking use and maintenance, fees for payments via this Service and other fees related to use of the Service (additional token/replacement, token resynchronisation, service cancellation, and the like) and are collected from the transactions

account opened with the Bank. The Bank reserves the right to collect fees from other customer accounts either in case the customer so indicates on the payment order or due to insufficient available funds for the collection of fee on the transaction account.

All fees are subject to changes, and if they have been changed the Bank shall notify the Customer thereof via its distribution channels (the Bank's web page, branches, notifications included in the account statements, directly via notices of Electronic Banking, etc.) no later than 15 days before the change enters into force.

## **10. Reporting and complaints**

10.1. The Bank may inform the Customer on new products and services via different distribution channels.

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

## **11. Other notifications**

11.1. The Customer is under the obligation to timely inform the Bank on all changes of their personal particulars which affect or may affect using the Intesa Sanpaolo Electronic Banking Service.

## **12. Service cancellation**

12.1. Should the Customer choose not to use the Intesa Sanpaolo Electronic Banking ELBA any more, they are required to cancel it in writing at the Intesa Sanpaolo Banka branch, i.e. to submit an application for cancelling the service to the RM/Head of branch and to return token(s) that they were given to use.

12.2. If the Customer 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 use with the prior notice.

12.3. If the transaction account, from which the Bank charges a fee for the use of the Service, is closed, the Service from this Agreement is automatically cancelled.

## **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. By signing the Application Form for

Electronic Banking - legal entities, the Customer declares:

that he has been informed about the purpose of their personal data collection i.e. the Bank collects the data based on the purpose of legal transaction they enter into by signing the Application Form and the ELBA Electronic Banking Agreement and in accordance with the General Terms and Conditions which specify rules for provision of this type of banking services,

that he has been informed about the General Terms and Conditions as an integral part of the Agreement,

Having affixed their signature to the this Agreement, 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 expiry on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. Signing this Agreement, 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.

14.2. Having signed the Application Form and the Agreement on Use of the Electronic Banking Service ELBA, the Bank undertakes to store and dispose of the Customer's data according to the legal regulations on personal data confidentiality and definitions of this document.

## **15. Customer's compliant and other complaints**

15.1. If the Customer believes that the Bank does not follow its obligations from the concluded agreement, good business practices, general terms and conditions, provisions of the laws and regulations, then a verbal 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.

15.2. The customer can send a complaint to the Bank about the quality of electronic banking services, no later than 8 days from the day of receipt of the transaction and account balance statement.

## **16. Final Provisions**

16.1. These General Terms and Conditions shall enter into force on 01.01.2026.

