INTESA SANPAOLO BANKA
Bosna i Hercegovina

GENERAL TERMS AND CONDITIONS FOR TRANSACTION ACCOUNTS AND DOMESTIC PAYMENT TRANSACTIONS FOR LEGAL ENTITIES CLASSIFIED IN THE SMALL BUSINESS SEGMENT

1. INTRODUCTION

1.1. General terms and conditions for transaction accounts and domestic payment transactions for legal entities classified in the Small Business segment (hereinafter: General Terms and Conditions) are hereby supplemented with special contractually defined benefits between Intesa Sanpaolo Banka d.d. BiH (hereinafter: the Bank) and legal entities, as well as craftsmen and other legal entities (hereinafter: the Customer), with whom the Bank concludes contracts related to transaction account and domestic payment transactions.

1.2. The General Terms and Conditions apply to the rights and obligations contractually established between the Bank and the entity to be operating under the transaction account and perform the services of the Domestic Payment System.

1.3. 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. In that case, the Customer consents with any such change or amendment thereof and can receive further information in 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 changes and amendments to the 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. TRANSACTION ACCOUNT AND DOMESTIC PAYMENT TRANSACTIONS

2.1. Type of account: Deposit account (account for regular operations, account of the organisational part, account for special purposes and account for collecting public revenues).

2.2. Currency: BAM

2.3. A legal entity transaction account is opened for payment transactions in the domestic payment system. Payment shall mean effecting payment transactions for the purpose of transfer from one account to another, deposits and withdrawals from the account, collection from the account, accounting payment, as well as all other payment operations pursuant to the Law on Domestic Payment System and regulations governing payment transactions. Payment is made within the available funds in this account. The available funds make a positive transaction account balance, with any approved transaction account overdraft - OVERDRAFT. The overdraft is approved based on the Customer's application and is contracted separately, if approved by the Bank.

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

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

Funds on the accounts of organisational parts and the special purpose accounts are an integral part of funds on the Customer's regular business accounts. Accounts for collecting public revenues are accounts to which the payment of public revenues is made for Bosnia and Herzegovina, Republika Srpska/Federation of Bosnia and Herzegovina, cantons, cities, municipalities, and funds and from which the proceeds paid to the accounts of the public revenue users are distributed, in accordance with special regulations. The Customer may open only one regular business account 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 regular business account 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 of customs duties and fees, special taxes-excises, VAT, income tax and other taxes prescribed by special regulations, orders for salary 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: debt enforcement orders) and keeping records of unexecuted payment orders.

For the Republika Srpska - 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.

The Customer shall submit an 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 state entity where the Customer is seated. If the Customer holds only one regular business account, 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 the principal account. The Bank shall not act on the Customer's application for change of the principal account if outstanding debt enforcement orders are recorded on that account.

As for the debt enforcement from the account, the Bank shall act according to the applicable laws and regulations governing this area.

If the account has been blocked on grounds of enforced collection, the Bank is required to notify the Customer thereof in writing on the day of blockade, or not later than the following business day and of the amount of funds needed for execution of the debt enforcement order.
The Bank shall immediately submit data on the account blocking referred to in Article 2 hereof, related to forced collection, as well as its unblocking, to the Single Registry of Accounts of Legal Entities.

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

- Application for opening and maintaining the accounts of legal entities, entrepreneurs and other entities
- Addendum 1. Director Details
- Addendum 3. Specimen signatures card
- Questionnaire for customers - legal entities, entrepreneurs and other entities
-Addendum 1. Questionnaire for customers - legal entities, entrepreneurs and other entities, ownership structure
- Application for determination of the principal account (Optional)
- Application for determination of the account type (Optional)
- PEP form for founders, beneficial owners, authorised representatives and persons having the right of disposal over the customer's accounts.
- FATCA form

- Decision on entry into the court register or current excerpt from the court register or decision on changes of data from the court register, or other competent register, not older than three months;
- Articles of Association or rules of operations of the customer not being subject of court registration, or an incorporation act, if it has not been established directly on the basis of relevant regulations.
- To open an account for a part of the legal entity (business unit or subsidiary), apart from the appropriate documents, it is necessary to submit also the court registration of that part of the legal entity for whose purposes the account is being opened.
- A copy of relevant Official Gazette should be submitted for the legal entity established on the basis of law.
- Notice of the competent Statistics Institute of FBIH /Republika Srpska Institute of Statistics on the entity classification according to business activities;
- Certificate of tax registration with the FBiH/RS Tax Authority depending on the place of account opening of the customer;
- 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 licence, if required for certain types of business activities;
- Financial statements for the latest accounting period that are filed with the competent institutions; for newly established entities - financial statements following initial submission of their final accounts;
- Information and identification documents with photographs - copies of ID cards (passports) of legal representatives of the customer, persons authorised to dispose with funds and specimen signature card, as well as their residence certificates not older than 6 (six) months);
- Copy of ID card (passport) of the person having presented the required documentation;
- Copies of ID cards (passports) of private individuals being beneficial owners of the customer and their residence certificates not older than 6 (six) months
- Power of Attorney, copies of ID cards (passports) as well as residence certificates not older than 6 (six) months, for persons making deposits of cash to the bank account it they have not been recorded in the specimen signatures card.
- Other items in line with relevant regulations
- Other documents at the Bank’s request.

In case of opening the bankruptcy proceedings or regular liquidation proceedings, the bankruptcy or liquidation administrator is required to submit also the following documents, with an application for opening the account for the Customer subject to bankruptcy or liquidation proceedings:

-Decision on opening the bankruptcy or liquidation proceedings; and
-Specimen signature cards of persons authorised for signing the order for purpose of disposal of the funds on the account;
A proof that applications for closing all existing regular business accounts have been filed, including other Customer's accounts subject to the bankruptcy proceedings or regular liquidation proceedings,
-An order to transfer funds from the accounts being closed to new accounts of the account holder subject to bankruptcy or liquidation proceedings;
-Other documents at the Bank's request

In such cases the Bank is under the obligation to close the customer's account, and to transfer the funds from the customer's closed account to the account of the legal successor, or the successor determined pursuant to the law or other regulation. If the successor is not determined-the funds shall be transferred to the account of funds not used by the Bank.

2.6. Without any special explanation, the Bank may reject the application for opening the transaction account for the Customer if they have blocked accounts with other banks, and if the Customer's business operations through other accounts with the Bank have been managed without due care. The Bank shall not open the transaction account to those Customers who on the day of the account opening have outstanding liabilities toward the Bank on any grounds.

2.7. The Bank shall close the Customer's account based on the written request in accordance with the regulations governing the domestic payments and payment transactions and the concluded agreement, or *ex officio* pursuant to the regulations resulting in the account closing. Prior to closing the regular business account, the Bank shall close all accounts of the organisational parts and special purpose accounts opened with the Bank.

With the application for the regular business account closing due to cessation of registered activity, the Customer shall submit the following documents:

-Decision on deletion from the Court Register, if the Customer has been entered into 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 to abolish the customer's organisational parts

-Excerpt from the FBiH/RS Statistics Bureau on deletion from the Register of Legal Entities per Activities;

-Certificate of deletion from the Register of Tax Authority; and

-Order for transfer of funds from the account being closed.

The Bank reserves the right to close all services used by the Customer prior to closing the Customer's account. The Bank must not close the account where outstanding debt enforcement orders are recorded. Exceptionally, if the Bank maintains the principal account, it shall close the Customer's principal account based on the regulations leading to account closing. In that case the debt enforcement orders are posted to the account of a legal successor or are returned to the ordering party.

2.8. An inactive account is an account where there have been no activity of depositing or withdrawal of funds from the account, made or requested by the holder, legal representative or another authorised person (hereinafter: the Customer) for 12 months from the latest activity, or 12 months after expiry of contracted deadline or contracted relation in case of term and purpose deposits and deposits linked to cards operations. The Bank will notify the Customer in writing, to the last known address, that the account will be closed. Should the Customer fail to activate the account within 15 days from the date 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 the funds to the revenue account and close the account. At any time, the Customer may file a request for return of the funds mentioned in the previous paragraph and the Bank shall disburse the funds at its expense. An inactive account closing fee shall not be greater than the fee applied for the regular account closing.

2.9. A transaction account opening agreement is concluded for a fixed term of one year from the date of its conclusion, with automatic renewal. Each Party may terminate the Agreement by a written notice, in which case the account shall be closed once all overdue liabilities to the Bank have been settled. If neither Party submits a request for termination of the Agreement, it shall be automatically extended for the next year/years.

2.10. No limit exits with respect to the minimum and maximum amount of funds on the account, and the number of deposits and withdrawals of funds from the account. The funds on the account shall be available to the Customer up to the amount of current balance of the account on their demand.

2.11. The amount of the nominal interest rate paid by the Bank to the Customer for the amount of the positive balance of funds on his account is 0.00% on an annual basis. The interest rate is fixed for the duration of the Transaction Account

Agreement and is calculated using the conform calculation method. The interest amount shall be paid to the Customer at the end of the current month. The effective interest rate is equal to the nominal interest rate.

2.12. The Bank shall inform the Customer on the balance and on all changes on the account the next day after the change occurs, through the account statement to be collected at the Bank or the Bank shall send it by e-mail or electronic bank or by SWIFT-if the Customer satisfies the requirements for delivery of statements by SWIFT. The Customer shall verify if the statement is correct. The Customer may file a complaint thereof to the Bank within the next 2 (two) business days.

2.13. The Customer shall immediately, and not later than within 8 (eight) days from the date of change, notify the Bank of the changes in the Decision/Excerpt from the Court Register, as well as of any status changes, address changes, changes of authorised persons and other changes compared to the previously submitted identification documents for the account opening. Thus, it shall provide relevant documentation evidencing also specimen signatures of authorised persons.

The Customer agrees that the Bank may make corrections of erroneous entries to the customer's account that may occur as a result of the Bank's error (on the same business day). Upon the expiry of the same business day, subsequent corrections are possible subject to the written notification of the customer and the customer's written consent, either through the official e-mail address that the customer has reported to the Bank for communication with the customer, or by regular mail.

The Bank shall not bear any responsibility for untimely executed orders due to the force majeure, power outage, telecommunications outage and malfunction of the system for interbank transactions, as well as other similar causes that may not be attributed to the Bank.

2.14. Intesa Sanpaolo Banka d.d. Bosna i Hercegovina, Milana Preloga 12A, 71000 Sarajevo, Bosnia and Herzegovina, UID 4200720670007 (hereinafter: the Bank), as the data controller, operates in accordance with provisions of the BiH Law on Personal Data Protection (hereinafter: the Law). When collecting personal data of its customers, whether collected directly from the customer at the time of collection or obtained from another source, the Bank provides information in accordance with Articles 15 and 16 of the Law, such as information about the Bank as the data controller, the purposes and legal basis for processing personal data, categories of data collected (e.g., personal data required to establish a business relationship in accordance with the Law on Anti-Money Laundering and Counter Terrorist Activity Financing as well as other data necessary for the execution of a specific contract or to take steps prior to entering into a contract or fulfilling other legal obligations, legitimate interests of the Bank as the data controller or a third party), data retention period, data recipients, source of data, as well as rights related to personal data protection (e.g., right of access, right to erasure, objection, etc.). Contact data of Data Protection Officer: sluzbenikzazastitupodataka@intesasanpaolobanka.ba or Intesa Sanpaolo Banka d.d. Bosna i Hercegovina, Data Protection Offider, Milana Preloga 12A, 71000 Sarajevo.

By signing the Agreement, the transaction account holder/-s confirm/s that the Bank, as the data controller, has informed them in accordance with Articles 15 and 16 of the Law, at the time of collecting personal data, about the manner of processing and protection of personal data through the document Information on Personal Data Processing of Intesa Sanpaolo Banka d.d. BiH (in accordance with Articles 15 and 16 of the Law on Personal Data Protection of BiH), and that they are aware that the mentioned document is available at www.intesasanpaolobanka.ba, and in the Bank's premises upon request.

BANK SECRECY

The Customer confirms that they are aware that the Law on Banks prescribes certain exceptions to the obligation of maintaining banking secrecy, meaning that the Bank is obliged in certain prescribed cases to disclose confidential information to third parties regarding their business relationship with the Bank (e.g., courts, supervisory authorities, and other cases prescribed by Article 104 of the Law on Banks of FBiH and the Decision of the Banking Agency of the Federation of Bosnia and Herzegovina on exceptions to banking secrecy, as well as Article 128 of the Law on Banks of Republika Srpska). They are aware that, except in cases explicitly prescribed as exceptions to banking secrecy, certain data may be disclosed to another private individual or legal entity with the Customer's consent or when necessary for the execution of the contractual relationship with the Bank, such as, for example: contractual relationships related to business cooperation between the Bank and/or the customer and/or a third party and/or contractual cooperation with the customer's employer and/or execution of direct debits and standing orders, salary attachment orders and/or realisation of certain benefits based on the customer's employment and/or realisation of legitimate interests of the Bank or the customer and/or other business cooperation between the Bank and/or the Customer and/or a third party. Data recipients, depending on the type of contract and legal transaction, may include payment recipients in the execution of direct debits and standing orders, employers (if the customer's contract is related to employer affiliation) or with payments via salary attachment order, members of the Intesa Sanpaolo Group and Privredna banka Zagreb Group to which the Bank belongs, both domestically and abroad (risk management, legitimate interests).

The Bank ensures that the data is accurate, complete, and up-to-date, and that the customer has the right to access their exchanged data, that the data will not be exchanged to a greater extent than necessary for the specific purpose, and that it will not be retained longer than necessary for the purpose for which it was provided.

They are also aware that consent is voluntary, and that if they refuse to give consent in certain cases, depending on the contractual relationship and the necessity of the required data for the contractual relationship, the Bank will not be able to share the data with certain recipients/users, which in some cases will result in the inability to execute a specific contract in full or in a limited scope, about which the Bank will inform them in advance. 2.15. The Parties agree that the Bank shall not bear any responsibility for being unable to affect 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.

2.16. By signing this Agreement, the Customer undertakes to ensure 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.

2.17. The Customer's order for payment from the transaction account, which has to be signed and certified, may be issued only by the persons authorised for disposal of the account, whose signatures have been deposited 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 is required to submit to the Bank a duly completed order for disbursement and withdrawal of cash on the prescribed form. The Customer is required to announce the withdrawal of cash in the amount over BAM 20,000.00 one business day in advance, for the purpose of providing sufficient cash on the place of disbursement. The Bank shall execute the cash withdrawal orders only if they are compliant with the Regulation of cash withdrawal terms and payment method of the Federation of Bosnia and Herzegovina / Regulation of cash withdrawal terms and payment method of Republika Srpska/Law on Payment Transactions of the Brčko District. The Bank is required to execute non-cash payment orders, for which sufficient funds on the account exist and that have been duly completed and documented in accordance with the Bank's requirement, pursuant 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 the Brčko District and possibly other applicable laws and regulations.

If the conditions for realisation from the previous paragraph are met, payment orders towards customers in other banks are executed with the currency on the same day via:

-giro clearing if they are received in the Bank's core system by 15:00h,
-via RTGS if they are received in the Bank's core system by 15:45h,
-Through instant payments without time limitation, receipt in case the conditions of the Instant Payment System in BiH (TIPS) are met, including that the recipient's bank is also a participant in the instant payment system, that the order meets the prescribed criteria for instant processing and that it is within the defined limit of BAM 5,000 per DP transaction. The Bank reserves the right to execute an interbank DP order as an interbank (DP) instant payment transaction at no additional cost to the customer, for purpose of faster and more efficient execution of the transaction.

All payment orders received after the mentioned deadlines for giro clearing or RTGS, which are directed to accounts with other banks shall be executed at the beginning of the next business day.

Payments in favour of the Customer who holds a transaction account with the Intesa Sanpaolo Banka d.d. Shall be realised the same day if received in the Bank's core system by 23:30h. The cash disbursements are executed immediately.

If the Customer performs batch and individual deposits to the account with the Bank, they are required to enter one of the following codes in the section "purpose of payment":

PLT for personal income,
PKF for private individual loan prepayment,
KFL for regular private individual loan repayment,
KPL for legal entity loan repayment.

When making batch deposits for personal income (PLT) and private individual loan repayment (PKF or KFL), it is necessary to submit the lists in the acceptable forms (txt or excel) to the e-mail addresses:
Personal income - Stanovnistvo.Place@intesasanpaolobanka.ba
Private individual loan repayment - Stanovnistvo.Obustave@intesasanpaolobanka.ba

If the Bank makes an error in the process of the order execution, the Bank shall reimburse the Customer for all possible costs.

The Bank shall not bear any responsibility for untimely executed orders due to the force majeure, power outage, telecommunications outage and malfunction of the system for interbank transactions, as well as other similar causes that may not be attributed to the Bank.
The Customer expressly authorises the Bank and gives an irrevocable order to the Bank to collect the receivables arising from payment services, which are based on the Transaction Account Agreement, directly from the transaction account, and in the event that there are insufficient funds on the account, collect from the funds from all the Customer's accounts opened with the Bank.

3. FEES

Fee for arranging and maintaining a transaction account and fee for transactions effected via Domestic Payment System shall be charged against the Customer's account or shall otherwise be collected in line with the effective Decision on the fee tariff of Intesa Sanpaolo Banke d.d. BiH for domestic legal entities classified in the small business segment. The fee applied to orders that meet the conditions for instant payments is the same as the fee for interbank transactions – giro clearing.

4. FINAL PROVISIONS

4.1. These General Terms and Conditions shall enter into force on the adoption date.
4.2. All matters not explicitly regulated by these General Terms and Conditions shall be prescribed by valid regulations and other documents of the Bank related to corporate operations.
4.3. In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations and documents, 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:

_________________________ ___________________________________