

## GENERAL TERMS AND CONDITIONS OF RETAIL DEPOSITS

### 1. GENERAL PROVISIONS

**1.1.** Based on these General Terms and Conditions of Retail Deposits (hereinafter: Terms) Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: The Bank) regulates the basis for (mandatory) business relationships between the Bank and private individuals (the Holder, the Holder of Sight Saving Deposit, the Holder of Term Deposit) to whom it permanently or occasionally provides banking services such as the agreement on general-purpose term deposit in domestic or foreign currency, agreement on general-purpose term deposit in domestic and foreign currency with premium, agreement on special-purpose term deposit in domestic and foreign currency, agreement on stepped savings in domestic and foreign currency, agreement on free savings in domestic and foreign currency, agreement on general-purpose term deposit with premium CRISPY in domestic and foreign currency (hereinafter: the Term Deposit Agreement) and /or the agreement on sight savings deposit in domestic and foreign currency, agreement on sight savings deposit CRISPY in domestic and foreign currency ( hereinafter: the Sight Savings Deposit Agreement).

**1.2.** The term Holder means the Holder of sight savings deposit and the Holder of term deposit Provisions of these Terms and Conditions, apart from the Holder, also refer to the Legal Representative/Guardian or Attorney according to the rights or powers legally given by the Holder.

**1.3.** By these Terms and Conditions, the Bank regulates terms for opening and maintenance of sight savings deposit and term deposits and allocation and disposal of funds, interest calculation, collection of fees for the Bank's services, notification and closing thereof.

**1.4.** These Terms and Conditions are applied with an individual agreement concluded with the Holder of sight savings deposit and the Holder of term deposit. If the individual agreement with the Holder of sight savings account and the Holder of term deposit differs from provisions of these Terms and Conditions, the provisions of the individual agreement shall apply.

**1.5.** The Holder of sight savings deposit/term deposit within the meaning of these Terms and Conditions is a private individual, resident and/or non-resident capable to be a holder of rights and obligations with whom the Bank directly concludes agreements based on which it provides specific banking and financial services and a person who has accepted the Terms and Conditions according to the applicable regulations. A term of resident/non-resident has been defined by the Law on Foreign Exchange Operations of FBiH, Republika Srpska and Brčko District BiH.

**1.6.** Mandatory elements of the Sight Savings Deposit Agreement and the Term Deposit Agreement concluded with the Holder, have been defined by the applicable laws and shall be included into the draft of the specific agreement which the Bank concludes with them.

**1.7.** The Bank shall insure savings deposits with the Deposit Insurance Agency of Bosnia and Herzegovina up to BAM 70.000 according to the currently applicable regulations of the Deposit Insurance Agency of BiH. Should the Deposit Insurance Agency of BiH change the mentioned amount by its decision, the Bank shall start applying it by default.

**1.8.** The Bank is obliged to report to the State Investigation and Protection Agency, Financial Intelligence Unit, all transactions subject to such obligation pursuant to the Law on Anti-Money Laundering and Terrorism Financing and internal procedures of the Bank pertaining to the anti-money laundering and terrorist activity financing.

**1.9.** Having signed the Sight Savings Deposit Agreement and the Term Deposit Agreement, the Holder of the sight savings account/term deposit /Legal Representative/Guardian and possible attorneys give their irrevocable consent to the Bank to take all actions related to processing of their personal data and confidential information obtained by the Agreement execution, and to share the data with the Intesa Sanpaolo Members in the country and abroad, and to the companies with which it enters into the Business Cooperation Agreement and the companies involved in verification of credit histories, statistics, and to those state authorities, or institutions to which the Bank is obliged to submit the data, pursuant to applicable provisions, all with aim to regulating

contractual relations with the Bank, and all other contractual/business relations they might have with the Bank. The consent shall be valid from the moment of the Agreement signing to its expiry for any reason, that is, until all contractual/business obligations of the Holder of the sight savings account/term deposit/ Legal Representative/Guardian or possible attorneys have been met towards the Bank.

**1.10.** The Holder is under the obligation to inform the Bank on any change of their personal and other data, particularly on the change of permanent or temporary residence (the resident/non-resident status) based on which their account has been opened or the loan granted by the Bank. Otherwise, the Holder shall be responsible for all omissions or damage incurred due to non-compliance with the obligation to submit the data related to the changes. If a private individual establishes a business relationship with the Bank for the first time, the certificate of place of permanent/temporary residence must not be older than 6 months. If a private individual has already established a business relationship with the Bank, they are not required to submit a certificate of the permanent/temporary residence if they have not changed their permanent residence.

The Bank shall keep in its archives the copies of documents on change of the Holder's data, change of the resident/non-resident status based on which the Bank performs transfer to appropriate accounts. The Bank shall keep in its archives copies of documents on change of the Holder's data, on change of resident/non-resident status based on which the Bank performs transfer to appropriate accounts, as well as the documents based on which the account has been opened and for the period of time for which it is required to keep documents based on which the account has been opened in line with legal regulations.

**1.11.** The Bank shall process the Holder's personal data pursuant to BiH Law on Personal Data Protection.

**1.12.** In the pre-contract phase for concluding the Sight Savings Deposit Agreement and the Term Deposit Agreement the Bank shall inform the Holder on terms and all relevant features of the offered service and hand out the Informative Sheet in writing to the Holder.

**1.13.** Prior to the signature of the Agreement, the Bank shall issue to the Holder, with the Term Deposit Agreement, a deposit withdrawal plan including basic deposit information which shall be considered as an integral part of the Agreement. The Bank shall keep the other copy of the plan, i.e. overview of the deposits withdrawal in its files.

**1.14.** The Bank shall provide the Holder with the information and related explanations of terms and conditions of the Sight Savings Deposit/Term Deposit Agreement, allowing the Holder to compare the offers by various service providers and to assess whether the Agreement satisfies their needs.

**1.15.** The Bank shall hand over a Draft Agreement free of charge, at the request of the Holder who intends to enter into such Agreement, including basic data on the term deposit/savings deposit for their consideration outside the Bank's premises. The Bank shall not issue the Sight Savings Deposit/Term Deposit Draft Agreement to the Holder free-of-charge if it assesses that it does not want to establish business relations with the Holder in the specific legal transaction.

**1.16.** Having affixed the signature to the Sight Savings Deposit Agreement and the Term Deposit Agreement, the Holder of deposit account/sight savings shall confirm that the following Bank's documents have been presented to them prior to signature of the Agreement: these Terms and Conditions and applicable Decision on fees and other costs of the Bank for services in operations with domicile or foreign private individuals, and that they constitute an integral part of the Agreement, and that all which has not been regulated by the Agreement shall be subject to the documents mentioned in this point and that they accept all amendments thereto (amendments to the documents mentioned in this point may not change the legally stipulated mandatory elements of the Agreement, which may be amended exclusively as it has been stipulated by law). The Bank shall inform the Holder about it via its distribution channels, which has been confirmed by signature affixed to the Sight Savings Deposit Agreement and the Term Deposit Agreement.

**1.17.** The Agreement concluded by the Holder of sight savings deposit/term deposit / and the Bank must include the provision which determine monetary obligations, i.e. the monetary obligations must be determinable.

**1.18.** Instead of signature, an illiterate person (person who does not know how to read and write) shall put a fingerprint of the right forefinger thereto, and if this is not possible, of another finger. By the fingerprint the Holder accepts all provisions in point 1.19. of these Terms and Conditions.

**1.19.** These General Terms and Conditions have been produced in writing and are available in business network and through other Bank's distribution channels (on the Bank's website, business premises, etc.).

**1.20.** The Bank reserves the right to amend these General Terms and Conditions in accordance with applicable regulations and Bank's business policy. The Bank shall notify the Holder of sight savings deposit/term deposit of such amendment within at least 2 (two) months prior to the amendment application. Amendments to the Terms and Conditions may not change the mandatory elements of the Agreement prescribed by the law. In case that mandatory elements of the Agreement prescribed by the law have been changed, for example interest rates, the Bank shall invite the Holder to conclude an annex to the Agreement. If the Annex has not be signed by the Holder, the Bank may not amend or terminate the Agreement unilaterally, except for the reasons envisaged in the regulations governing the contractual relations. The Holder may be informed about the possible amendments to these Terms and Conditions at all branches of the Bank, as well as through the publication of the applicable General Terms and Conditions for Retail Deposits the Bank's website.

If the Holder of the sight savings deposit/term deposit refuses to accept the amendments to the General Terms and Conditions of Retail Deposits and/or changes of interest rates, in that case they shall inform the Bank in writing of their refusal within 15 (fifteen days) from receipt of the written notice of the amendment from the Bank. Following the notice of refusal to accept the amendments from the Holder of the sight savings deposit/term deposit, the Bank has the right to cancel the Sight Savings Deposit Agreement and the Term Deposit Agreement.

**1.21.** The Bank and the Holder of deposit shall enter into the Deposit Agreement. Deposits are contracted in the domestic currency BAM with or without the currency clause or in the foreign currency according to the deposit type.

## **2. OPENING AND MAINTENANCE OF SIGHT SAVINGS DEPOSIT AND TERM DEPOSIT**

**2.1.** Based on the Agreement the Bank shall open the Holder's sight savings deposit and term deposit account where the deposit is maintained The Holder or the Legal Representative on behalf of a minor or the Guardian on behalf of a person under guardianship shall enter into Agreement with the Bank. Having entered into the Agreement the Parties accept the agreed rights and obligations as well as the provisions of these Terms and Conditions.

**2.2.** When opening savings deposit/account/term deposit where the deposit is maintained the Bank shall establish the identity of the Holder/Legal Representative/Guardian by review of their identification document (ID card, passport or any other appropriate public instrument with a photo or other appropriate instrument) establishing thereby their name and family name, permanent/temporary residence address, date of birth, personal identification number or a passport number and the issuing country for non-residents, and the data on the instrument based on which their identity has been established (the name and number of the instrument and the issuing authority) When opening the account, the Bank shall determine the company/employer's name where the Holder/Legal Representative/Guardian holds employment, as well as the funds origin.

### **2.3. Opening of the sight savings deposit/term deposit account for a resident private individual**

If the Holder for whom the Bank opens the savings/term deposit is not present, the Bank shall open the account based on the certified valid identification document (original or a copy with original for review) and the power of attorney certified by the competent authority or diplomatic or consular representative office of Bosnia and Herzegovina, submitted to the Bank by the attorney authorised by the Holder for the mentioned purpose. The document certification must not be older than 6 (six) months.

When establishing and verifying the identity in the absence of the Deposit Account Holder, the Bank's employee shall implement the following measures:

- collect additional instruments, data or information for verification of their identity;

- further verify or additionally confirm the submitted instruments with the credit or financial institution;
- implement the measure whereby the first payment in the business activity is made via the account opened on behalf of the Holder with other credit institution.

The Bank shall open the Holder's sight savings deposit/term deposit account also on the basis of decision of the guardianship ordering authority, where the Agreement on opening of a deposit account shall be signed by the person authorised by the decision of the guardianship ordering authority, i.e. the person appointed as the Guardian, and the Bank shall establish the identity of that person. With the stipulated documents, the mentioned persons shall also submit to the Bank the instruments based on which the Holder's identity shall be established,

When opening savings deposit/term deposit account the Bank shall retain a copy of identification document based on which it has identified the resident or certified documents received for opening in other way, as well as a copy of the certificate of place of permanent/temporary residence. A copy of ID document does not have to be certified by competent authorities.

#### **2.4. Opening of the sight savings deposit/term deposit account for a non-resident private individual**

The non-resident account is an account where the non-resident's funds are held based on the agreement concluded between the non-resident and the Bank. A non-resident private individual may open the sight savings deposit and arrange the term deposit pursuant to the Law on Foreign Exchange Operations in the Federation of BiH, Republika Srpska and Brčko District. BiH.

The Bank shall open a sight savings deposit/term deposit account for a non-resident on their application, with which they shall submit documents whereby the identity of the person is established, as well as their citizenship, place of permanent/temporary residence in the past year (a passport or other appropriate personal instrument with a photo).

If the Holder to whom the Bank opens the sight savings deposit/term deposit account is a non-resident who is not present, they may authorise other person to conclude the Agreement on their behalf and in their name. The Bank shall open the account based on the certified copy of a valid identification document and the power of attorney certified by the domestic or foreign competent authority, or diplomatic or the consular representative office of the non-resident's country or Bosnia and Herzegovina. The respective power of attorney must not be older than 3 (three) months.

With the stipulated documents the authorized person is required to submit also the instruments based on which the identity of the Holder of the sight savings deposit/term deposit can be established.

All the mentioned documents shall be submitted as copies certified by the competent authority. They also may be submitted in the form of certified translation into one of the official languages of the Federation of BiH/Republika Srpska/Brčko District.

When establishing and verifying the identity in the absence of the Holder, the Bank's employee shall implement the following measures:

- collect additional instruments, data or information for verification of their identity;
- further verify or additionally confirm the submitted instruments with the credit or financial institution;
- implement the measure whereby the first payment in the business activity is made via the account opened on behalf of the Holder with other credit institution.

The Bank shall retain a copy of the identification document based on which it has identified the non-resident or certified documents received in other way by it for the purpose of the account opening. A copy of ID document has to be certified by the competent authority. The document certifications must not be older than (3) three months.

With the application for opening the sight savings deposit/term deposit account, the non-resident private individual shall submit to the Bank also a declaration that no account exists subject to the ban on disposal of funds thereon.

#### **2.5. Opening of an account for a minor**

When opening the account for a minor, the application for the account opening shall be submitted and the agreement signed by the Legal Representative/Guardian. The account shall be registered in the name of the minor. Legal representatives of the minor are parents or other persons legally appointed as their representatives (who are required to submit the documents mentioned in point 2.2.). When opening the account in the name of a minor the Bank shall register the name of the Legal Representative/Guardian who has applied for the account opening. The Legal Representative/Guardian shall present to the Bank documents for proving their identity, and the family relation (a birth certificate) or other document as a proof of the legal powers for representation (e.g. a decision of the guardianship ordering authority for the guardian). The Bank shall retain in its archives the copies of documents used in the account opening on behalf of a minor with a legal representative or a minor under guardianship. Minors may not dispose of account funds on their own. The legal representative may dispose of the funds on the minor's account. The right to dispose of funds on the minor's account by the Legal Representative/Guardian has been established by the applicable legal regulations in BiH. The Legal Representative may authorise other adult person, making sure that the authorised person does not have more rights than the Legal Representative.

### **3. ALLOCATION AND DISPOSAL OF FUNDS ON THE SIGHT SAVINGS DEPOSIT AND TERM DEPOSIT ACCOUNT**

**3.1.** Funds on the sight savings deposit shall be allocated by cash and cashless deposits, remittances from the country and abroad, purchase of foreign currencies and other regular or occasional income according to the applicable regulations. Funds from the sight savings deposit shall be withdrawn in cash, by a transfer order, remittance, one-off or standing order. Every withdrawal of funds from the sight savings deposit shall be registered in the Holder's savings bankbook.

**3.2.** Funds on the term deposit accounts shall be allocated by cash and cashless deposits, remittances from the country and abroad, but only as one-off deposit and it is not possible to make any additional deposits and withdrawals from the term deposit account during the term of the Deposit Agreement, unless it has been characteristic of the product and regulated by an individual agreement. Funds of the term deposit with a premium shall be allocated via multiple deposits of funds into the deposit account with the premium. Withdrawals shall not be possible from the deposit account with the premium during the term of the Deposit Agreement.

Allocation of funds on the free savings deposit account shall be possible via multiple deposits, while withdrawals from the free savings deposit account have been limited up to the arranged minimum amount defined in the Free Savings Agreement.

**3.3.** The foreign currency cash may be deposited into the foreign currency deposit by a private individual who is the Deposit Account Holder/Legal Representative/Guardian of the foreign currency deposit or the authorised person. Transfer of foreign currency funds from the foreign currency account of the resident private individual to the foreign currency account of another resident shall be performed in accordance with the Law on Foreign Exchange Operations in the Federation of BiH, Republika Srpska and Brčko District BiH.

**3.4.** The General-Purpose Term Deposits, General-Purpose Term Deposits with Premium-Children's Savings, Free Savings, General-Purpose Term Deposit with the Premium and the Stepped Savings shall be negotiated for periods stipulated by the Decision on the Retail Deposit interest rates.

**3.5.** Every individual amount of funds being deposited shall be governed by a separate deposit agreement.

**3.6.** Minimum amount of funds in domestic or foreign currency that may be placed as sight deposit or term deposit is defined by the Decision on Retail Deposit interest rates.

**3.7.** The first monthly amount shall be paid on the date of having arranged the Deposit with Premium and Deposit with Premium for Children's Savings, while the deadline for payment of other monthly amounts shall range from the first to the last day in a calendar month. The premium shall be calculated one time against the amount of calculated interest according to the Bank's Decision on the Retail Deposit interest rate. The Holder shall gain the right to dispose of the premium on the date of agreed time frame expiry.

**3.8.** Allocation of funds to a free savings account shall be performed by way of the Holder making a minimum payment on the date defined in the Decision on the Retail Deposit interest rate. Over the depositing period and in addition to the said minimum amount, the Holder may effect an unlimited number of deposits and withdrawals from the free savings account. Therein, they shall have an option of choosing the relevant payment dynamics thus ensuring that any withdrawals made are capped to the minimum amount.

**3.9.** The special-purpose term deposit shall be arranged as a loan/credit card security instrument granted under condition of deposit payment. The minimum special-purpose deposit term must be equal to the loan repayment term/credit card term. The amount of the special-purpose term deposit shall be negotiated according to the decision on the specific loan product, and the amount of the approved loan/credit card.

**3.10.** Following the full repayment of the loan/credit card the Holder shall dispose of funds of the special-purpose term deposit, provided that it is not in contravention of the special terms of the Purpose Term Deposit Agreement.

**3.11.** In case of auto-renewal of the cash deposit term the Bank shall notify the Holder of the term for which the Cash Deposit Agreement shall be renewed and of the new interest rate no later than 15 (fifteen) days prior to the term deposit expiry, which shall include the reference interest rate applicable on the date of the Agreement renewal (the variable part of the interest rate) and the corrective factor (the invariable part of the interest rate). The Deposit Holder hereby accepts to be informed about the aforementioned terms of auto-renewal via SMS message, the Bank's official web site [www.intesasanpaolobanka.ba](http://www.intesasanpaolobanka.ba) and other similar channels. The mentioned information shall be available also on the Bank's premises. The Deposit Holder shall be entitled to terminate the Term Deposit Agreement if they do not want to renew it, free of charge and with the interest agreed for the expired term no later than within 30 (thirty) days from the day of notice receipt.

**3.12.** General-purpose term deposits, general-purpose term deposits with premium, free savings with the fixed or variable interest rate may be concluded even without the agreement auto-renewal. The agreement auto-renewal shall not be possible for the special-purpose term deposits for placements and stepped savings with fixed or variable interest rates.

**3.13.** When effecting financial transactions, the Holder/Legal Representative/Guardian/Attorney shall present to the Bank a valid identification instrument or a savings bankbook and confirm the financial transaction by affixing their signature to the order.

**3.14.** A non-resident private individual may freely receive deposits to their sight savings deposit via the cashless payment system and make payments and transfer of funds in the country and abroad from their non-resident account according to the foreign exchange transaction regulations in BiH and the Bank's rules.

**3.15.** Following the death of the Holder of the sight savings deposit/term deposit the heirs may dispose of the funds only based on the final decision on succession.

**3.16.** The Bank may also dispose with the funds on the sight savings/term deposit account to pay for any past due receivables related to the Holder, based on relevant decisions by the courts and other authorised bodies and based on other documents regarding which the Bank is required to make payments from such accounts in accordance with the relevant law.

**3.17.** Upon authorisation by the Holder (declaration or Agreement), the Bank may dispose of funds on the savings deposit/term deposit to settle its past due receivables from the Holder arising out of any of their contractual relations with the Bank.

**3.18.** The Bank shall be authorised, without any prior approval or authorisation by the Holder, to correct evident errors which may occur on their accounts (debit or credit) as a result of transaction processing and effecting, and which have to be corrected for the purpose of proper transaction effecting and lawful performance of operations. The Bank shall notify the Holder in writing of any change on the account made in this manner.

#### **4. POWER OF ATTORNEY**

**4.1.** When opening the sight savings deposit/term deposit, or subsequently, the Holder may authorise one or several persons to dispose of the funds via the power of attorney. The power of attorney may be limited (one

time) or permanent. The permanent power of attorney issued by the Bank to dispose of funds on the sight savings deposit shall be entered into the savings bankbook and shall be in force until it has been revoked/cancelled.

**4.2.** If the power of attorney has been produced outside the Bank, then the Holder's signature has to be certified by the local or foreign competent authority, and shall be considered as a limited (one time) power of attorney. The power of attorney certified abroad must have appropriate certifications according to the regulations governing the validity of public instruments in legal transactions, and translated into one of the official languages in BiH.

**4.3.** The attorney shall dispose of the account funds under the same terms and conditions as the Holder, but they may not authorize the third party to dispose of the funds, close the account, cancel/terminate the Agreement for the account concluded with the Bank by the Holder, unless it has been specified in the power of attorney.

**4.4.** The power of attorney shall expire based on the written revocation/cancellation by the Holder/Legal Representative/Guardian/Attorney, death of the Holder, Legal Representative, Guardian, Attorney, inability to act of the Holder or Attorney and by the account closure.

**4.5.** The declaration of revocation/cancellation of the power of attorney shall have legal effect from the day it is received by the Bank, and any material damage resulting from the given power of attorney shall be borne by the Holder.

## **5. INTEREST RATE**

**5.1.** The applicable interest rates for the Retail Deposits have been defined by the applicable Decision on the Retail Deposit interest rates and are available at the Bank's branches, web site, other distribution channels of the Bank and at the Customer's request.

**5.2.** The Bank shall calculate and pay the interest against the retail term deposits per the interest rate defined and calculated based on the stipulated internal documents of the Bank.

**5.3.** The interest rate shall be agreed as an annual rate. The interest shall be accrued based on the actual number of days in a year (365/366) using conform method and decursive calculation.

**5.4.** The interest rate for retail deposits in domestic or foreign currency shall be negotiated as a variable and fixed interest rate, according to the type of deposit being negotiated.

The agreed variable interest rate shall be changed according to the Decision on the Retail Deposit interest rates. The interest rates are subject to the following conditions:

- the average interest rates for retail sight deposits arranged for deposits in BAM currency and deposits with currency clause, deposits in EUR and deposits in foreign currency, as at 31.03 of a year, Regular interest rate adjustments shall be performed once a year, every 30.06. including Saturday, during the Deposit Agreement comparing the interest rate as at 31.03 of the current year with the one as at 31.03 of the previous year.

The regular interest rate adjustment shall be performed if the average interest rates for retail sight deposits in BAM currency, deposits with currency clause, deposits in EUR and deposits in foreign currency as at 31.03. of a given year have increased or decreased by more than 0.50 percentage point for interest rates agreed for sight deposits, or if it has increased or decreased by more than 1 (one) percentage point in relation to the same value as at 31.03 of the previous year for the interest rates agreed based on the Term Deposit Agreements.

The Bank reserves the right not to decrease the amount of interest rate in accordance with this point in favor of the Holder.

The average amount of interest rates for sight retail deposits per annum shall be taken as the reference interest rate. Retail deposit interest rates shall be calculated by the Central Bank of BiH (CBBH, [www.cbbh.ba](http://www.cbbh.ba)) and published based on calendar of CBBH statistics announcements, that is, from 1st to 7th day in a month, provided that at least 60 days have elapsed from the expiry of the month for which the data are disclosed.

In case the methodology for calculating interest rates by retail deposits changes by the CBBH, the Bank shall use the same methodology based on data on interest rates by retail deposits published by other relevant institutions in BiH.

In case data on retail deposit interest rates are not published by any relevant institution in BiH as they are regularly published at the moment of the agreement conclusion, the Bank shall adjust the calculation methodology to the methodology of CBBH.

In case that due to change of methodology for calculating retail deposit interest rates the average retail deposit interest rates is increased or decreased by more than 0.50, or 1 (one) percentage point, the Bank shall not change interest rates based on such change – all future changes of interest rates shall be made based on changes which have occurred without the influence of the change of methodology by CBBH.

The agreed fixed interest rate shall remain unchanged until expiry of the deposit term indicated in the Agreement.

**5.5.** Should the interest rate change, the Bank shall notify the Holder in writing and/or electronically, no later than 15 (fifteen) days prior to application of the interest rate change. The Holder notification date is considered to be the date when the Bank sends a notification to the Holder by post or electronically to the address specified in the Sight Savings Deposit/Term Deposit Agreement, that is, the address that the Holder subsequently submitted to the Bank, regardless of whether they reside at/use that address.

The notification on changed interest rate must include an amended loan repayment plan and the date when application of new interest rates shall start.

**5.6.** It is possible to arrange the payment or crediting of the interest rate calculated on the funds on the deposit account. When the interest payment of has been agreed, the interest shall be paid upon expiry of the calculation period unless other payment method has been regulated by an individual agreement.

If the interest crediting to the term deposit funds has been arranged based on the term deposit, for the next deposit term the deposit amount shall be increased by the amount of credited interest from the previous deposit term.

**5.7.** The Bank shall also calculate the premium for deposits with the premium, which may also be agreed to be paid after the Term Deposit Agreement expiry or to be credited to the term deposit in the term deposit auto-renewal.

**5.8.** The effective interest rate (EIR) shall be calculated in accordance with legal regulations and it shall be regulated by the Deposit/ Savings Agreement The effective interest rate shall be indicated in writing and made available to the customers.

## **6. FEES FOR DEPOSIT TRANSACTIONS**

**6.1.** The customer shall pay fees and commissions defined by the applicable Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

**6.2.** The applicable fees shall be public, presented in writing and available in business network and other distribution channels of the Bank (Bank's website, business premises, etc).

## **7. AGREEMENT TERMINATION**

**7.1.** The Holder and the Bank may terminate/cancel the Sight Savings Deposit/Term Deposit Agreement according to the provisions of the Agreement and these Terms and Conditions.

**7.2.** In exceptional circumstances the Bank may approve early withdrawal of the term deposit to the Holder upon a written application by the Term Deposit Holder stating the reason for early withdrawal. With the written application the Term Deposit Holder shall also submit appropriate documents referring to the reason for early withdrawal of term deposit as well as the written instruction on disposal of funds.

Exceptional circumstances are those unpredictable circumstances due to which the Term Deposit Holder has the need to withdraw the term deposit earlier. The unpredictable circumstances may be the following: Death of the nuclear family member, sudden death of the Holder or nuclear family member, specialised training, accidents resulting in bodily injuries, consequences of robbery resulting in misappropriation of the property,

employment termination, purchase of the real estate or investment in other forms of assets, permanent departure from the country, disasters caused by force majeure (earthquakes, fires, floods, and the like) and other unpredictable circumstances which may be documented by the Holder to the Bank. The nuclear family members are: spouse, parents and children of the Term Deposit Holder.

**7.3.** The Bank shall calculate the interest on the general-purpose term deposit arranged with a variable or fixed interest rate that is terminated before the expiry of its term, per the interest rate valid for general-purpose term deposits on the date of termination related to the lower maturity (for the closest previously achieved depositing period), starting from the date of conclusion of the agreement, i.e. from the expiration of the last depositing period to the date of Agreement termination.

In case of early termination of the General-Purpose Term Deposit Agreement prior to expiry of 4 months from the Agreement conclusion, the interest shall be calculated at the applicable sight deposit interest rate on the date of the Agreement termination.

If the general-purpose term deposit is terminated within a valid period, for example 13-18 months, in any month before expiry of 19 months (before the next term period is reached), the interest shall be calculated at the interest rate applicable to the nearest previous period, i.e. for the term period of 7 -12 months.

**7.4.** The Bank shall apply the interest rate valid for general purpose term deposits with premium on the date of termination for the lower maturity bucket (for the closest previously achieved depositing period) to a general purpose term deposit with premium, that is terminated before the expiry of the depositing period, counting from the date of the agreement conclusion (i.e. from the expiration of the previous depositing period) to the date of the agreement termination and without the right to premium. In case that the Agreement is terminated before expiry of 24 months, the interest shall be calculated at the rate valid for the sight deposits on the date of Agreement termination in accordance with the valid documents of the Bank.

The Bank shall apply the interest rate valid for general-purpose term deposits with premium-children's savings on the date of termination for the lower maturity bucket (for the closest previously achieved depositing period) to a general-purpose term deposit with premium-children's savings terminated before the expiry of the depositing period, counting from the date of the Agreement conclusion, i.e. Expiry of the previous depositing period, to the date of the Agreement termination and without the right to premium. In case that the Agreement is terminated before expiry of 24 months, the interest shall be calculated at the rate valid for the sight deposits on the date of Agreement termination and without the right to premium in accordance with the valid documents of the Bank.

If the Deposit Account Holder fails to pay one arranged monthly amount within the period stipulated in the agreement, they shall lose the right to a premium, and the agreement shall be considered terminated. In that case the paid amount with the accrued interest shall be transferred to the transfer account indicated in the Agreement.

**7.5.** For the arranged fixed part of the funds on the free savings account, as well as on the funds formed through payments and withdrawals (free funds) - in the event that the agreement is terminated before expiry of 12 months, interest shall be calculated at the rate valid for sight saving deposits as of the date of agreement termination in accordance with the valid documents of the Bank.

In case an agreement is terminated after the expiry of 12 months from the date of conclusion of such agreement and before the expiry of the agreed depositing period, for the arranged fixed amount of free savings - the interest shall be calculated at the rate valid for free savings on the date of termination for the achieved lower maturity bucket (for the closest previous depositing period), counting from the day of the Agreement conclusion (i.e. expiry of the last depositing period) until the date of the Agreement termination.

In case an agreement is terminated after the expiry of 12 months from the date of conclusion of such agreement and before the expiry of the agreed term, for the funds formed by payments and withdrawals (free funds) - the Bank shall calculate the interest at the rate valid for sight savings on the date of the Agreement termination in accordance with the prescribed documents of the Bank.

**7.6.** The Bank shall calculate the interest on the stepped savings term deposit terminated prior to expiry of 12 months at the interest rate applicable for the sight savings deposits on the date of the Agreement termination. In case the Stepped Savings Agreement is terminated after the expiry of 12 months from the date of conclusion of such Agreement and before expiry of the arranged depositing period the Bank shall calculate the interest at the rate valid for stepped savings for the achieved lower maturity bucket (for the closest previous depositing period) counting from the date of Agreement conclusion until the date of Agreement termination, according to the applicable documents of the Bank. For the period in which the Agreement is being terminated, i.e. for the period from the last interest crediting to the date of the Agreement termination, the Bank shall calculate interest at the rate valid for the sight savings deposits on the date of Agreement termination.

**7.7.** The Bank may terminate the Special-Purpose Term Deposit Agreement before its expiry in the following cases:

- abandonment of an arranged loan/credit card, in which case the Bank shall calculate interest at the rate valid for sight savings deposits, in accordance with the Decision on the Retail deposits interest rates,
- cancellation of a loan agreement to settle due liabilities, in which case the Bank shall calculate interest at the arranged rate,
- loan prepayment, in which case the Bank shall calculate interest at the arranged interest rate,
- based on a decision by the Management Board of the Bank, in which case the Bank shall calculate interest at the rate defined in the Decision on the Retail Deposit interest rates.

If, after settling the loan debt, there are still some remaining funds on the special-purpose term deposit account, they shall be transferred to the account specified in the Special-Purpose Term Deposit Agreement.

## **8. BLOCKING AND CLOSING**

**8.1.** The Bank shall block the sight savings deposit/term deposit in case of the Holder's death, based on the court's decision, the decision of another competent authority and instruments based on which the Bank is required to block it pursuant to the law. The Bank may block the sight savings deposit also without prior taking the savings bankbook.

**8.2.** If the savings bankbook has been lost, stolen, destroyed or has disappeared in any other way, the Bank shall declare it ineffective at the request of the Holder/Legal Representative/Guardian and notify all organisational units of the Bank thereof. If the Term Deposit Agreement has been lost, stolen, destroyed or has disappeared in any other way, the Bank shall declare it ineffective at the request of the Holder/Legal Representative/Guardian and notify all organisational parts of the Bank thereof.

**8.3.** Should the savings bankbook be misused, the Bank shall block the sight savings deposit. The Bank shall keep the records of misused savings bankbooks issued at the Bank. The Bank shall file criminal charges against the person who has committed the savings bankbook misuse.

**8.4.** The Bank shall close the sight savings deposit/term deposit of the resident and non-resident according to the agreed provisions and the law or any other regulation. If the non-resident's account should be closed based on the law, or any other regulation, the Bank shall notify the non-resident thereof and send at their request a photocopy of the law, or any other regulation stipulating the account closing/blocking.

**8.5.** The Bank shall close the sight savings deposit/term deposit at the personal verbal or written request of the Holder, Legal Representative, Guardian (if the decision of the guardianship ordering authority so requires), Attorney (only if it is expressly indicated in the power of attorney), or based on the court's decision.

**8.6.** If the Holder sends the request for account closing to the Bank via registered mail then the Holder's signature in the request must be certified by the domicile or foreign competent authority. The signature certification must not be older than 3 (six) months. The Bank shall retain on file the original request for the account closing.

**8.7.** Having learned of the death of the Holder of the sight savings deposit/term deposit the Bank shall block the Holder's account and notify in writing the Legal Representative/Guardian/Attorney thereof.

## **9. NOTIFICATION**

**9.1.** The Bank shall notify the Holder of the balance and changes on the sight savings deposit/term deposit as it has been defined by the Agreement on the sight savings deposit/term deposit. The Bank shall also make available the account balance data at any time throughout the year at the request of the Holder/Legal Representative/Guardian.

#### **10. CUSTOMER'S COMPLAINT AND OTHER COMPLAINTS**

**10.1.** If the Holder considers that the Bank does not comply with its obligations from the concluded Agreement, good business practices, these Terms and Conditions, provisions of the laws and regulations, they may then file an oral or written complaint directly or by delivery to Bank's address by mail or electronically.

**10.2.** If the complainant files an oral complaint, but is not satisfied with the Bank's response, the complainant shall be entitled to file a complaint in writing or electronically.

**10.3.** The Bank is required to conduct proceedings upon the submitted written complaint and to respond to the complainant within 30 (thirty) days from the day of receipt of the complaint pertaining to the agreements concluded in the organisational part of the Bank operating in the territory of the Federation of Bosnia and Herzegovina, or within 15 (fifteen) days for the agreements concluded in the organisational part of the Bank operating in the territory of Republika Srpska.

**10.4.** Should the Bank fail to respond within the deadline specified in the previous paragraph, that is, if the complainant is not satisfied with the Bank's response to the complaint, the complainant, who established the business relationship with the Bank at the organizational part of the Bank operating in the territory of Federation of Bosnia and Herzegovina, has the right to inform the Banking Agency of the Federation of Bosnia and Herzegovina in writing about their dissatisfaction with the outcome of the complaint proceedings conducted by the Bank, or to submit a written complaint to the Agency about the Bank's operations within 3 (three) months from the date of response receipt or expiry of the 30-day period in which the Bank was obliged to respond to the submitted complaint. The complainant, who has established a business relationship with the Bank in the organizational 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 Platon 1/A Banja Luka, that they are dissatisfied by the outcome of the complaint proceedings, within 6 (six) months from the date of receipt of the Bank's response or the expiration of the 15 (fifteen) day period in which the Bank was obliged to respond to the complaint, if the Bank has not sent a response to the customer or the complainant.

According to the BiH Law on Consumer Protection, if the complainant is not satisfied with the Bank's response to the complaint, regardless of the place where the Agreement was concluded, they may file the complaint to the Ombudsman for Consumer Protection based in Mostar, Kneza Domagoja Street bb.

The Account Holder may also initiate the mediation proceedings for an out-of-court dispute settlement.

#### **11. FINAL PROVISIONS**

**11.1.** Data on the Holder/Legal Representative/Guardian/Attorney as well as a written order of the person authorised to close the account and documents on the basis on which the account was opened or closed, the Bank is obliged to keep for at least 10 (ten) years after the expiration of the year in which the account was closed or the business relationship terminated.

**11.2.** The Bank is obliged to store the payment orders and other documents based on which the changes on accounts in the Bank were recorded for at least 10 (ten) years upon the expiry of year when changes on accounts were recorded or when the transactions were effected.

**11.3.** The Bank will store the aforementioned documentation in its original form or other forms which can be regarded as evidence, in accordance with valid regulations and Bank's documents regulating the archiving.

**11.4.** The Bank's applicable regulations and other document governing the retail deposit and loan operations shall apply to all all matters not expressly regulated by these Terms and Conditions.

**11.5.** The General Terms and Conditions for Retail Deposits shall include the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

**11.6.** 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.

**11.7.** These General Terms and Conditions of Retail Deposits shall enter into force as at 01.08.2023.

**Intesa Sanpaolo Banka d.d. Bosna i Hercegovina**