

GENERAL TERMS AND CONDITIONS FOR RETAIL LOAN OPERATIONS**1. GENERAL PROVISIONS**

1.1. By these General Terms and Conditions for retail loan operations (hereinafter: Terms & Conditions), Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (hereinafter: the Bank) shall establish the basis for (obligatory) business relations between the Bank and the retail customers (hereinafter: loan beneficiary, loan applicant, solidary debtor/co-debtor, lien debtor, and co-signatory - loan participants) to whom the Bank offers, on permanent or periodical basis, its banking services related to credit operations.

1.2. By these Terms and Conditions, the Bank shall determine uniform conditions for granting and lending loans to retail customers, assets disposal (assets of granted loan), interest accrual, collection of fees for Bank's services, notifications and repayment of the entire debt of the granted loan.

1.3. In case of discrepancy between one or more provision of the agreement concluded by the Bank with the loan participants and these general terms and conditions, the provisions of the loan agreement shall prevail

1.4. These General Terms and Conditions are composed in written form and are available in business network and through other Bank's distribution channels (on the Bank's web page, Bank's business premises).

1.5. The Bank retains the right to change and amend General Terms and Conditions in accordance with valid regulations and Bank's business policies. The Bank is obliged to notify the Loan Beneficiary and solidary debtor (co-debtor) on such changes 15 (fifteen) days prior to their application. Amendments to the Terms and Conditions cannot change the mandatory elements of the Agreement prescribed by the law. In case of changing some of the mandatory elements of the Agreement prescribed by the law, for example the repayment deadline, the Bank will call the Loan Beneficiary and any other loan participants to conclude an annex to the Agreement. In the Annex cannot be signed by the Loan Beneficiary and any other loan participants, the Bank cannot change or terminate the Agreement unilaterally, except for the reasons provided for in the regulations governing the obligations. The loan beneficiary and/or joint debtors (co-debtors) can be informed about the possible amendments to these Terms and Conditions in all branches of the Bank, as well as through the publication of the valid General Terms and Conditions for Retail Loans on the Bank's Website.

1.6. Loan participants are private individual who accepted the provisions of the Loan Agreement and these Terms and Conditions at the time of concluding the Loan Agreement.

1.7. Signing the Agreement, the Loan participants give the irrevocable consent to the Bank to undertake all actions related to processing their personal data and confidential information obtained upon Agreement realization, and to deliver such data to members of Intesa Sanpaolo in the country and beyond, and to companies with which the Contract on business cooperation was concluded, and companies dealing with verification of credit histories, statistics, and to any state body or institution to which the Bank is obliged to deliver such data, pursuant to valid provisions, all with goal of regulating contractual relations with the Bank, and all other contractual/business relations they might have with the Bank. The consent is valid from the moment of signing the Agreement until its expiration on any basis, that is, until all contractual/business obligations have been fulfilled towards the Bank.

1.8. The loan participants are obliged to inform the Bank of any change of personal and other data, especially about the changes of permanent or temporary residence registered for the account opening or loan granting in the Bank. The Loan beneficiary shall be held accountable for any omission or damage resulting from non-compliance with the clause to deliver data on the aforementioned changes. When contracting the Bank's credit products, the certificate of residence cannot be older than 6 months and must be submitted as an original or a certified copy.

1.9. The Bank shall process the personal data of the loan participants in accordance with BiH Law on protection of personal data.

1.10. Instead of signature, an illiterate person (person who does not know how to read and write), blind or partially sighted person makes a right thumb impression, or if this is not possible, of another finger. When the loan participant is an illiterate, blind or partially sighted person, the entire contractual documentation should be signed by two witnesses, in addition to the loan beneficiary and possibly other loan participants. Witnesses can be adults, who can read and write, who do not have any mental or physical disabilities which could prevent them to give a valid testimony and who do not have any benefit from concluding a loan agreement. The contractual documentation (loan agreement and statement on income seizure) should be read to the loan participants and witnesses by a notary, who will issue a certificate that the documentation was read and signed by the loan participants in the presence of the witnesses and in his/her presence. The documentation must be explicitly

specified in the certificate by notary. The certificate issued by the notary must include the serial numbers of the promissory notes, which will undoubtedly prove that the loan participant placed his/her fingerprint or handprint on the promissory notes in the presence of the notary. In such cases, the information sheet must be signed by two witnesses and it does not have to be certified by a notary. In case when a loan participant has signed the personal document with his/her own handwritten signature, and who, when submitting the application, is unable to sign the documentation as on the personal document, the Bank will make a decision on actions in each individual case, and in accordance with legal provisions. The Bank can collect its receivables from any account of the loan participant in the Bank, in accordance with the contract and positive legal regulations. If the Bank's claim is expressed in foreign currency, and the payment will be made in the domicile currency BAM or another currency, applied will be the sales rate for foreign currency on the day of settling the receivables. If the Bank's claim is expressed in domestic currency BAM, and the payment will be made in the foreign currency, applied will be the foreign currency sales rate on the day of settling the receivables.

1.12. The Bank is obliged to report to the State Investigation and Protection Agency, Financial Intelligence Unit, all transactions subject to such obligation in accordance with the Law on anti-money laundering and terrorism financing and internal documents of the Bank.

2. Credit granting

2.1. The Bank grants loans only and exclusively to the private individuals who are residents. According to the valid regulations on foreign exchange operations, a resident is any private individual with a place of residence in Bosnia and Herzegovina (except for private individuals whose temporary residence abroad is longer than one year), as well as a private individual - foreign citizen staying in Bosnia and Herzegovina based on a residence permit, i.e. work visa for a period longer than 183 days (except for diplomatic and consular representatives of foreign countries and their family members) and a private individual - citizen of BiH employed with diplomatic, consular and other representatives of Bosnia and Herzegovina in foreign countries that are being financed against the budget and their family members.

2.2. Information on conditions and necessary documentation for granting loans shall be available to loan applicants in the business network and other Bank's distribution channels (Bank's Webpage, Bank's business premises etc).

2.3. The Bank is obliged to inform the loan applicant about the conditions and all essential characteristics of the service it offers in the pre-contractual phase of the loan agreement conclusion, by handing the loan applicant a personalized information sheet and a representative example of the effective interest rate calculation in written form.

2.4. The Bank provides to the loan applicant the information and related explanations about terms and conditions of the Loan Agreement, to enable the loan applicant to compare the offers by various service providers and to assess whether the Loan Agreement corresponds to his/her needs and financial situation.

2.5. Upon his/her request, the Bank will hand over free-of-charge a draft Agreement with basic data about the loan, to the Loan Applicant who intends to sign such agreement, in order to assess it outside the Bank's premises. The Bank will not issue a free-of-charge draft Loan Agreement if it assesses that it does not want to establish business relations with the loan applicant in the concrete legal affairs, at the time of his/her applying for a loan.

2.6. According to these terms and conditions, the Bank will receive the application only when the entire requested documentation has been collected, necessary to establish the loan applicant's creditworthiness and risk assessment, except in cases of applying the loan scoring methodology, when the Bank offers the preliminary offer to the loan applicant, based on oral information and creditworthiness assessment. Upon receiving the application, the Bank shall evaluate financial standing on the basis of creditworthiness and solvency of loan applicant and other loan participants using collected loan documentation. The manner for determining the loan participants' creditworthiness is prescribed by the Bank's documents.

2.7. The right to loan granting is entitled to each loan applicant, resident, who collects and delivers to the Bank the necessary documentation proving the creditworthiness, as well as other documentation depending upon the type and purpose of the loan, prescribed by the valid documents of the Bank, and who meets all conditions prescribed by the documents of the Bank regulating the loan approval.

2.8. In the process of loan granting, the Bank establishes the identity of loan participants by review of personal documents (ID card, CIPS, passport, or other relevant document with a photo), verifying their personal documents with address of permanent/temporary place of residence and data on document based on which the identity has been established (name and number of document and the issuing body). Additionally, based on certificate on

employment, the Bank establishes the name of the employer of the Loan Beneficiary and solidary debtor (co-debtor), employment period and other necessary information for loan granting.

2.9. The Bank retains the right to deny a loan application, without the obligation to provide written explanation to loan applicant. The Bank may give oral explanation to the loan applicant, elaborating on the reasons for denying the loan application.

2.10. Upon approving the loan application, the Bank and the loan participants shall sign a Loan Agreement. The loans shall be contracted in local currency (BAM) and/or with currency clause, depending on the type of loan, and in accordance with Bank's decisions on granting retail loans.

2.11. When signing the Loan Agreement, the Bank shall deliver to the Loan Beneficiary and the solidary debtor (co-debtor) a copy of the loan repayment plan with basic data on the loan, forming a constituent part of the agreement.

2.12. The mandatory elements of the Loan Agreement, concluded with the loan participants, have been defined by the valid regulations and are presented in the draft agreement, that is, the concrete agreement with the Bank.

2.13. The monetary contractual obligations must be determined, that is, determinable in the agreement concluded by the loan participants and the Bank.

2.14. By signing the Loan Agreement, the contractual parties agree that the following documents of the Bank have been presented to the Loan Beneficiary and the solidary debtor (co-debtor) prior to Loan Agreement signing: Terms and Conditions and valid Decision on fees and other costs of the Bank for operations with domestic and foreign parties, forming a constituent part of the Agreement. All items not regulated by the Loan Agreement shall be applied as defined by the aforementioned documents.

3. SECURITY INSTRUMENTS

3.1. Depending on the loan type and purpose, as well as its amount, the Bank shall be entitled to demand the adequate security instruments from the loan applicant, to secure the loan repayment. The Bank shall accept the following security instruments as adequate for loan repayment:

- promissory notes signed by the loan beneficiary and the solidary debtor (co-debtor),
- certified documents on salary foreclosure upon acceptance of debtor, signed by loan applicant and solidary debtor (co-debtor),
- certificate on the registration of lien on movables,
- notary-processed agreement on establishing mortgage over real estates (original land registry certificate or excerpt from the book of deposited contracts),
- insurance policies,
- special-purpose term deposit and
- other security instruments which shall be delivered by the loan applicant at the Bank's preference and upon its request.

4. INTEREST RATE

4.1. The amounts of regular and default interest rates are defined by the Decision on the amount of interest rate for retail loans.

4.2. Interest to loans and other receivables shall be calculated by the proportional method of equal annuities, using decursive calculation, based on the actual number of days in a month in relation to actual number of days in a year. The interest to loan shall be calculated on monthly basis.

4.3. The interest rate amount is contracted as an annual interest rate and can be:

- annual changeable/variable,
- unchangeable/fixed interest rate
- combined (fix to floating)

4.4. In the period from the first loan utilization until the beginning of loan repayment, the Bank shall accrue intercalary interest in the amount of regular loan interest.

4.5. Intercalary interest shall be accrued and due on the day of transferring loan to repayment. The Bank shall notify the loan beneficiary, in writing, on the amount of intercalary interest.

4.6. Intercalary interest shall be accrued in the loan currency and paid in local currency BAM, or in the EUR equivalent calculated by the Bank's middle exchange rate for EUR valid on the maturity date of interests, for loans contracted with currency clause.

4.7. During the grace period, the interest shall be accrued in the amount equal to regular loan interest amount, which is paid monthly by the loan beneficiary and/or solidary debtor (co-debtor).

4.8. Effective interest rate (EIR) shall be accrued in accordance with legal regulations and it shall be regulated by the Loan Agreement. Effective interest rate shall be expressed in writing and it shall be presented to customers in the Loan Agreement, information sheet and Bank's website.

4.9. Variable interest rate to retail loans consists of the following:

- average of interest rates by retail deposits with arranged due dates 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 (variable part of interest rate),
- margin of the Bank disclosed in percentages on annual level (fixed part of interest rate).

Regular adjustments of variable portion of the interest rate related to the reference interest rate, which represents the average of interest rates on household deposits published by the Central Bank of Bosnia and Herzegovina (further: RFK_CBBH) is carried out once a year, every 30.06. including Saturday, by the end of loan repayment, by comparing the value of variable part of interest rate as at 31.03 of the current year with the one as at 31.03 of the previous year. Regular adjustment of variable part of interest rate shall be carried out in case the average value of the interest rates by retail deposits with arranged due dates for deposits in BAM currency, deposits with currency clause, deposits in EUR and deposits in foreign currency as at 31.03. of a given year is increased or decreased by more than 1 (one) percentage point in relation to the same value as at 31.03 of the previous year.

The Bank retains its right not to increase the amount of interest rate in accordance with this in favour of the Loan Beneficiary.

As reference interest rate, we shall take the average of interest rates by deposits of retail clients with arranged due dates, disclosed on annual level. Interest rates of retail deposits are calculated by the Central Bank of BiH (CBBH, www.cbbh.ba) and published based on calendar for statistics publications of CBBH, that is, from 1st to 7th in a month for which data are being published. 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 interest rates by retail deposits, as published in the moment of concluding this contract, are not published by any relevant institution in BiH, the Bank shall adjust the calculation methodology with the one used by CBBH. In case, due to change of methodology for calculating interest rates by retail deposits, the average of interest rates by retail deposits with arranged due date is increased or decreased for more than 1 percentage point, the Bank shall not change interest rates based on such change – all future changes of the interest rates amount will be carried out based on changes occurring without the influence of the change of methodology by CBBH.

4.10. The combined (fix to floating) interest rate implies that the interest rate is fixed for a certain period of loan repayment, and after the end of the fixed interest rate period it is variable until the end of the loan repayment.

The fixed interest rate period is defined by the Loan Agreement. The fixed interest rate is calculated in the period from transferring loan to repayment until the end of the period in which the fixed interest rate was agreed upon.

After the end of the period in which the fixed interest rate was applied, the application of the variable (market-indexed) interest rate in the base period begins.

The base period is the period that lasts from the first day after the expiry of the fixed interest rate, until the start of the application of the regular adjustment of the variable portion of the interest rate.

The variable interest rate (market-indexed) consists of a fixed and variable portion that is determined on the basis of the twelve-month EURIBOR as a reference interest rate published by the European Money Markets Institute/EMMI (www.emmi-benchmarks.eu).

After the end of the base period, the Bank will adjust the nominal interest rate once a year depending on changes in the twelve-month EURIBOR.

The variable interest rate in the base period consists of the fixed interest rate and the value of the twelve-month EURIBOR determined on 30.09. the previous year. After the end of the base period, the Bank will adjust the

nominal interest rate once a year depending on changes in the twelve-month EURIBOR. Regular adjustments of the variable part of the interest rate will be made every 30.09. in the year, including Saturday, by the end of the loan repayment, comparing the value of the variable part of the interest rate as at 30.09. of the current year with the one as at 30.09. the previous year. The new interest rate determined on September 30. in the year will be calculated on annuities due from the 12th month of the current year until the next regular adjustment.

In the event that the value of the twelve-month EURIBOR is in a negative amount (that is, it is less than 0%), it will be considered that the EURIBOR is equal to zero (0%), that is, the Bank will calculate interest at a rate equal to the fixed part of the interest rate.

The detailed definition and calculation methodology of EURIBOR is published on the website of the administrator <https://www.emmi-benchmarks.eu/euribor-org/about-euribor.html>.

In the event that the EURIBOR administrator announces a significant change in the EURIBOR, the Bank will apply the activities deemed appropriate in accordance with the procedure published by the administrator under Article 28, Legislative Act 1 of Regulation 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) no. 596/2014, taking into account indications that can be deduced from market practice (hereinafter: BMR). In the event that the index administrator stops delivering EURIBOR (either by its own decision or based on the request of the regulatory body) and if not otherwise provided by the loan agreement, instead of EURIBOR Bank will use the interest rate (including any spread or adjustment) that will be formally proposed by (i) private sector working groups for risk-free interest rates established by the European Central Bank (hereinafter: ECB); the Belgian Financial Services and Markets Authority (hereinafter: FSMA); European Securities and Markets Authority (hereinafter: ESMA) and the European Commission (hereinafter: EC), or (ii) EMMI, as the administrator of EURIBOR, or (iii) the competent authority according to the BMR for the supervision of EMMI as the administrator of EURIBOR, or (iv) the competent authority established by the Law on the Implementation of Regulation (Eu) 2016/1011 on indices used as benchmarks, or (v) the ECB, which will The Bank informs the Client in a timely manner.

4.11. In case the interest rate changes, the Bank shall notify the loan beneficiary and solidary debtor (co-debtor) in written form and/or electronically, at the latest within 15 (fifteen) days prior to application of such change. The day when the Bank addressed the Loan Beneficiary and solidary debtor (co-debtor) shall be considered the day when the Bank sent by mail/electronically the notification to the Loan Beneficiary and solidary debtor (co-debtor) to the address stated in Loan Agreement, or address subsequently sent to the Bank by loan beneficiary, notwithstanding whether they are actually located at the particular address.

The notification on changed interest rate mandatorily includes a changed loan repayment plan and the beginning date of applying new interest rates.

4.12. For due, unpaid receivables of the Bank by retail loans, the Bank shall accrue and charge default interest (interest at maturity) in the amount of 10% annually, for the period from receivables' maturity to their settlement. The default interest rate is variable in accordance with the valid regulations on default interest rates, and it is accrued based on the actual number of days in a year (365/366) using conform method and decursive calculation. If the regulations on default interest rates change, the Bank shall apply the default interest rate which is more favourable for the customer.

4.13. Valid interest rates for retail loans are public, presented in written form and available in business network and other distribution channels of the Bank (Bank's Website, business premises etc).

5. FEES

5.1. The Loan beneficiary shall pay fees in accordance with the Agreement, established by the Decision on fees and other costs of the Bank for services in operations with resident/non-resident private individuals or special offers of the Bank.

5.2. Valid fees are public, presented in written form and available in business network and other distribution channels of the Bank (Bank's Website, business premises etc).

6. LOAN UTILIZATION

6.1. The loan can be used only after the loan beneficiary delivers all necessary loan repayment security instruments to the Bank, on the day chosen by the Loan beneficiary - any day between 1st to 15th in a month.

6.2. If a special-purpose loan has been granted to the Loan Beneficiary, the Bank shall be entitled to control utilization of such loan and the Bank retains the right to cancel Loan Agreement and proclaim the entire debt as due, if the Loan Beneficiary violates the undertaken obligations, i.e. if the loan is not used for the contracted purpose.

7. LOAN REPAYMENT

7.1. The loans are repaid in the local currency BAM. If the loan has been agreed with the currency clause, it shall be repaid in local currency BAM, applying the middle exchange rate of the Bank on the day of paying the due liabilities per loan.

7.2. Repayment period, amount of annuity, level of effective interest rate (hereinafter: EIR) and number of annuities shall be defined by information sheet and individual Loan Agreements and the loan beneficiary shall be notified in written form. The Loan agreement, representative example of EIR calculation with information sheet and repayment schedules, handed over to the loan beneficiary and solidary debtor (co-debtor) for contracting the loan, containing all information necessary for regular loan repayment and data on EIR level, shall be regarded as written notification on repayment period, number and amount of annuity and amount of EIR.

8. SPECIAL-PURPOSE TERM DEPOSIT AS SECURITY INSTRUMENT

8.1. The special-purpose term deposit shall serve as security instrument for loan granted under condition of arranging a special-purpose term deposit.

8.2. The Bank shall register lien on special-purpose deposit serving as collateral for loan repayment in favour of the Bank at the Registry at Ministry of Justice BiH.

8.3. Special-purpose term deposits shall be arranged for the term which cannot be shorter than the loan repayment term, without a possibility of automatic renewal.

8.4. The Bank shall accrue interest in the amount defined by Decision on the amount of interest rates for retail deposit operations to such term deposit by applying the same methodology of calculation as applied to the loan. Accrued interest shall be attributed to term deposit upon the deposit expiry or definite loan repayment.

8.5. The Bank can set off/settle the term deposit and loan debt to settle the overdue liabilities in case of loan cancellation, in case of early loan repayment or based on special decision of the Bank, if the above is not contrary to the Loan Agreement/special-purpose term deposit.

9. THE RIGHT TO CANCEL THE CONCLUDED AGREEMENT

9.1. The Bank cannot make available the funds of the granted loan to the Loan Beneficiary before expiry of 14 (fourteen) days from the date of conclusion of the Loan Agreement, except upon the explicit request of the Loan Beneficiary.

9.2. The Loan Beneficiary is entitled to cancel the concluded loan agreement within 14 (fourteen) days from the date of conclusion of such agreement, without stating the reason for cancelation, but he/she is obliged to send to the Bank a written notice on loan cancelation before the expiry of 14 (fourteen) days.

9.3. The loan beneficiary can cancel the concluded Loan Agreement, only under condition that he/she has not started using the loan, i.e. the financing, if Loan Agreement has been concluded in the territory of Republika Srpska. If the Loan Beneficiary has concluded a loan agreement in the territory of Federation of BiH and Brčko District, he/she may cancel it, only under condition that he/she immediately or within 30 (thirty) days from the date of delivering the loan cancelation notification, returns the principal amount to the Bank and interest used during the utilization period of the granted loan, i.e. under condition that he/she did not start using the available funds in case the loan was secured by a mortgage (mortgage on real estate).

9.4. The Loan beneficiary is obliged to have a proof on delivering the Notification on cancelling the loan to the Bank.

9.5. The date of cancelling the loan by the Loan Beneficiary shall be considered the date when the Bank receives the notification on loan cancelation.

9.6. In case the Loan Beneficiary cancels the concluded Loan Agreement, the Bank shall not charge the fee for loan cancelation.

10. CANCELATION OF LOAN AGREEMENT

10.1. The Bank can cancel the Loan Agreement if the Loan beneficiary:

- does not meet his/her obligations in accordance with repayment schedule, at least three due annuities are not paid; all in accordance with positive regulations in BiH,
- presents the false and incorrect documentation to the Bank,
- does not notify the Bank, in writing, on change of loan beneficiary's address, or change of employer where beneficiary worked or loss of job, while, at the same time, he/she does not meet obligations arising from Loan Agreement to the Bank,
- does not follow any of the provisions of the Loan Agreement,
- does not follow provisions of the General Terms and Provisions of retail loan operations.

The Bank shall notify the loan beneficiary and solidary debtor (co-debtor) in written form about the Loan Agreement Cancellation, with a 15-day period of notice, counting from the day of delivering such notification to the loan beneficiary and solidary debtor (co-debtor).

11. EARLY LOAN REPAYMENT

11.1. The Loan Beneficiary and/or solidary debtor (co-debtor) can repay the loan even before the agreed deadline, in its entirety or partially, but he/she is obliged to notify the Bank thereof in advance.

In case of partial or complete early loan repayment, the Loan Beneficiary and/or solidary debtor (co-debtor) is obliged to pay compensation for the early loan repayment in the amount defined in accordance with the valid regulations in the territory of Bosnia and Herzegovina, depending on the location of the Bank's organisational unit. The basis for calculation of the fee for early repayment is the amount of principal to be repaid early.

The fee for early loan repayment cannot be higher than the amount of interest that the Loan Beneficiary and/or solidary debtor (co-debtor) would have paid for the time from the loan repayment date to the date when the loan was supposed to be repaid according to the contract, i.e. the percentage of the fee for early loan repayment cannot be higher than the percentage of the loan processing fee that the customer paid when contracting the loan.

12. NOTIFICATION

12.1. Upon request, the Loan beneficiary may receive information on balance of all accounts in the Bank (including loans) on any day in a year.

13. CUSTOMER'S COMPLAINT AND OTHER COMPLAINTS

13.1. If the loan participants believe that the Bank does not follow its obligations from the concluded contract, good business practices, general terms and conditions, provisions of the laws and regulations, then an oral or written complaint may be filed directly or by delivering it to Bank's address by mail or electronically.

13.2. If the complainant files an oral complaint, but is not satisfied with the Bank's response, he/she is entitled to file a complaint in written form and/or electronically.

Upon submitted written complaint, the Bank is obliged to carry out the procedure and send to the complainant an answer within 30 (thirty) days as of complaint receipt for the contracts concluded in the organizational unit of the Bank operating in the territory of Federation of Bosnia and Herzegovina, i.e. 15 (fifteen) days for contracts concluded in the organizational unit of the Bank operating in the territory of Republika Srpska. In case that the Bank does not submit an answer 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 in the organizational part of the Bank that operates 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 his/her dissatisfaction with the 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 the expiration of the 30-day period in which the Bank was obliged to respond to the submitted complaint. The complainant, who established a business relationship with the Bank in the organizational unit operating in the territory of Republika Srpska, can 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 he/she is dissatisfied by the outcome of the complaint procedure, within 6 (six) months from the date of receipt of tavlja članicama grupe Intesa Sanpaolo unutar države i izvan iseriod in which the Bank was obliged to respond to the submitted complaint, if the Bank did not deliver 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 location of the conclusion of the Loan Agreement, he/she can file complaint to the Ombudsman for Consumer Protection located in Mostar, Kneza Domagoja Street bb.

The Loan Beneficiary also has the option to initiate a mediation procedure for an out-of-court settlement of the disputed relationship.

14. ASSIGNMENT OF CLAIMS

14.1. The Bank has the right to transfer its claims to another bank or other financial organization (receiver) that has a license from the Banking Agency. The basic beneficiary has the same rights towards the receiver as he/she had towards the Bank and in addition to the complaints he/she has towards the receiver, he/she can point out the complaints he/she had towards the Bank related to the Loan Agreement.

14.2. The receiver cannot place the Basic Beneficiary in a less favourable position than the position it would have if the claim had not been transferred, and the Basic Beneficiary cannot be exposed to additional costs.

14.3. The Bank is obliged to inform the Basic Beneficiary about the assignment of claims, unless it has continued to collect the assigned claim from the beneficiary on behalf of and for the account of the receiver.

15. FINAL PROVISIONS

15.1. The Bank is obliged to store the data on loan participants and documentation based on which the loan was granted or early repaid for at least 10 (ten) years upon the expiry of the year when the loan was repaid.

15.2. 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.

15.3. 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.

15.4. All matters not regulated by these Terms and Conditions shall be regulated by the valid regulations and other documents of the Bank related to retail loan and deposit operations.

15.5. The General Terms and Conditions for retail operations include the Decision on fees and other costs of the Bank in operations with domestic and foreign private individuals.

15.6. In case that some of the provisions of these Terms and Conditions, after their adoption, are not consistent with the applicable regulations, such regulations shall apply until the changes and/or amendment of these Terms and Conditions.

15.7. General terms and conditions for retail loan operations shall enter into force as at 18.11.2023.

Intesa Sanpaolo Banka d.d. Bosna i Hercegovina