

## **GENERAL BUSINESS TERMS AND CONDITIONS FOR TERM DEPOSITS OF LEGAL ENTITIES CLASSIFIED IN THE CORPORATE AND SME SEGMENT**

1. Term deposits of legal entities represent the amount of cash funds that are deposited with the bank for a certain period of time subject to the payment of agreed interest. The bank may dispose with the term deposit amount over a certain period and shall recover the term deposit amount increased by interest.
  2. Legal entity may place the funds for term depositing in the following manner:
    - special-purpose term deposit and
    - general purpose deposit serving as a security instrument for a loan.The deposit may be arranged in local currency (BAM) with or without a currency clause or in foreign currency.
  3. Cash funds can be placed as a term deposit by domestic or foreign legal entities with our without transaction account opened with the Bank. A legal entity may address the Bank with a written request for the delivery of the terms and conditions for term depositing of cash. Subject to such request, the Bank shall submit an offer with the term deposit conditions, which the customer then either accepts or not. Before arranging a deposit, domestic legal entities not holding a transaction account with the Bank are required to submit the following documentation:
    - a. a decision on entry in the court register or an up-to-date excerpt from the court register or a decision on changes to data from the court register or other competent register not older than three months;
    - b. 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.
- c. a copy of relevant Official Gazette should be submitted for the legal entity established on the basis of law.
  - d. Notification by the competent Statistics Bureau of FBIH/RS Statistics bureau on the entity's business classification;
  - e. Certificate of tax registration with the FBIH/RS Tax Authority depending on the place of registration of the customer;
  - f. 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.
  - g. Operating licence, if required for certain types of business activities;
  - h. 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;
  - i. 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);
  - j. Copy of ID card (passport) of the person having presented the required documentation;
  - k. Copies of ID cards (passports) of private individuals being

beneficial owners of the customer and their residence certificates not older than 6 (six) months

- l. Other items in line with relevant regulations
- m. Other documentation at the Bank's request.

The following forms shall be populated at the Bank:

- a) Application for opening and maintaining the accounts of legal entities, entrepreneurs and other entities
- b) Appendix 1. Director Details
- c) Questionnaire for customers - legal entities, entrepreneurs and other entities
- d) Appendix 1. Questionnaire for customers - legal entities, entrepreneurs and other entities, ownership structure
- e) PEP form for founders, beneficial owners, authorised representatives and persons having the right of disposal over the customer's accounts.
- f) FATCA form

Before arranging a deposit, foreign legal entities not holding a transaction account with the Bank are required to submit the following documentation:

- an excerpt from the register in which the non-resident customer is registered in the country of its registered office or, if it is established in a country where registration in such a register is not performed, another valid document of incorporation, in accordance with the regulations of the country of its registered office - based on which the identity and legal form of this non-resident customer and the date of its incorporation can be established. This document must not be

older than three months. The original document shall be provided along with a certified translation to one of the official languages in BiH. Instead of the original, a certified copy of the document or an extract from the register of the competent authority certified by a notary may be accepted. In this case, the notary's certification must indicate the date of review of the register, i.e. the day of issuance of the excerpt from the register.

- an extract from the law, i.e. other regulation, if a non-resident account is being opened on that basis,
- confirmation by the Tax Authority that the customer-non-resident is recorded with their register of non-residents,
- No blocked accounts statement by an authorised person of a non-resident,
- latest annual financial report and the independent auditor's report on the operations of the non-resident in the home country or in the country in which he conducts its registered business. A non-resident customer that has been operating for less than a year shall submit a financial business report for the period of operations effected in the current year. If the non-resident customer is not required to present financial statements in the home country, it shall submit a document on the taxes paid,
- 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
- Certificate of tax registration. The certificate may not be older than 30 days. For newly established legal entities, a certificate from the Tax Administration is not mandatory.
- No blocked accounts statement by an authorised person of a non-resident;
- Operating licence, if required for certain types of business activities;
- Incorporation document: original or a photocopy of the original, certified and signed by a notary or other authorised institution from the place of HO registration of the foreign legal entity.
- Other documentation in line with relevant regulations
- Other documentation at the Bank's request.

If foreign documents are not written in one of the official languages used in Bosnia and Herzegovina, the customer shall submit the translation thereof by the certified court translator.

4. Upon acceptance of the offer on the term deposit conditions, the Term Deposit Agreement is concluded with the legal entity, and the latter then makes the payment of the arranged funds for term depositing. This payment shall be made to the Bank's transaction account.

5. Interest rate on the term deposit shall be calculated according to the compound or proportional method and may be fixed or floating. It depends on the term deposit period and is prescribed by the Decision on Interest Rates on Deposits with Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (for legal entities). The amount of interest rates on term deposits is formed in accordance with the Decision on Interest Rates on Deposits with Intesa Sanpaolo Banka d.d. Bosna i Hercegovina (for legal entities) and in line with reference interest rates determined based on the price of funds submitted on a monthly basis to the bank by its owner - Intesa Sanpaolo S.p.A., Milan. The interest rate is formed for each individual term deposit and is directly dependent on the term deposit amount and period. Special-purpose term deposits are, by their nature, non-interest-bearing deposits, unless otherwise defined in the Agreement.

Fixed interest rate is being determined at the level of the nominal amount that is applied for the entire duration of the term deposit contractual relationship with the customer.

Floating interest rate consists of a reference interest rate (EURIBOR) and a corrective factor as a fixed part of the interest rate. The Bank will adjust the interest rate in accordance with the EURIBOR value trends. The EURIBOR value shall be determined 2 days prior to the depositing of funds according to market rates, and then on every month/three months/six months unit the final repayment. If the day of any such change is a non-business day (Saturday or Sunday), the EURIBOR value shall be the value on the first next business day for both dates.

The Bank shall calculate the effective interest rate - EIR and inform the Customer accordingly through the deposit payment plan that is handed over upon signing the term deposit agreement. The calculation of the effective interest rate includes: deposit amount, depositing period and interest rate.

If there is a change in the elements of the EIR calculation, the Bank shall notify the Depositor in writing thereof 15 days prior to having started applying any such EIR change.

6. The general purpose term deposit agreement may be terminated by a written request by the customer and the Bank with prior notice at least 35 days before the expiry date of the term deposit. In case of auto-renewal of the term deposit, the Bank shall notify the depositor not later than 15 (fifteen) days prior to the term deposit expiry regarding the term by which the deposit shall be renewed and regarding the new interest rate. The depositor may terminate the

agreement not later than 30 (thirty) days as of receiving such notification, free of charge and at interest arranged for the expired term period.

If the customer terminates the agreement before the expiry of the term deposit, the Bank may calculate the interest rate for the nearest previous term deposit period, in accordance with the Bank's valid Decision, at the time of early withdrawal of the deposit, except for the month in which the early deposit withdrawal is made, for which the interest rate on demand deposits valid at the time of early term shall be applied or interest shall be calculated at a rate equal to the demand deposit interest rate on an annual basis. In the event of early termination of the general purpose deposit agreement, the Bank shall reduce any difference in the monthly interest paid to the customer's account from the basic amount of the term deposit, and make the reduced amount of the principal available.

In case of Bank-requested termination of a term deposit before the expiry of the agreed term, the Bank shall calculate the interest at the agreed rate for the period ending at the Agreement termination date.

The special-purpose term deposit lasts until the customer's obligations under the Basic Agreement are fully settled. By signing the special purpose term deposit agreement, the customer gives consent to the Bank to use the term deposits for the purpose of collecting overdue receivables under the Basic Agreement without the intervention of the court, and to transfer the remaining balance to the customer's transaction account.

7. In case of an enforcement order, if there are insufficient funds on the BAM accounts of the customer having its registered office in the Republika Srpska, or on foreign currency accounts or special-purpose accounts, the Bank shall, in accordance with the law governing the enforcement procedure, terminate the special-purpose term deposit agreement with the customer and shall transfer the term deposit funds, together with relevant interest as of the termination date, to the principal account of the customer for purpose of executing the enforcement order, in accordance with the Law on Domestic Payment System of the Republika Srpska. The Bank shall terminate the non-purpose term deposit agreement solely at the request of the Bank with which the principal account is held, for purpose of executing the enforcement order related to obligations defined by the Law on domestic Payment System (obligations towards authorities and institutions, based on legal authorisations, and obligations towards authorised organisations, based on court

decisions and other enforceable documents and legal authorisations),

If the customer (having its registered office in the Federation of Bosnia and Herzegovina on the day of the expiry of the term deposit agreement) has unsettled obligations defined by the Law on Domestic Payment System recorded in the account (obligations to authorities and institutions, based on legal authorisations, and obligations to authorised organisations, based on court decisions and other enforceable documents and legal authorisations), the Bank shall terminate the agreement and transfer the term deposit funds, together with the relevant interest accrued as of the agreement termination date, to the principal account of the Depositor for purpose of executing the enforcement order in accordance with the Law on Domestic Payment System.

The customer may, for purpose of executing an enforcement order, terminate the term deposit agreement concluded with the Bank. The parties shall terminate the agreement by submitting a notice of the agreement termination (without notice period), thus referring to the item from the term deposit agreement that regulates this matter.

8. 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.. 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.
9. Having affixed their signature to the Term deposit agreement, the Customer gives an irrevocable consent to the Bank to take all actions related to the processing of personal data of its authorised representative, obtained during the Agreement realisation and the confidential information obtained during the Agreement realisation, and to deliver such data to members of the Intesa Sanpaolo Group in the country and abroad, and to companies with which it has concluded a business cooperation agreement related to providing services to the



Bank and the companies dealing with credit history checks and statistics, as well as to any government authority or institutions to which the Bank is obliged to deliver such data pursuant to valid regulations, all with an objective of regulating this contractual relation with the Bank and all other contractual/business relations the Customer may have with the Bank. The consent is valid from the moment of signing the Agreement until its expiry on any grounds, i.e. until all contractual/business obligations have been fulfilled towards the Bank. The Customer agrees that the Bank shall have the right to submit the account information and the documents in the Agreement file to the digital archives/central data base of the Group to which the Bank belongs.

Notwithstanding the foregoing, the Bank may send to the third party -(private individual and legal entity) the data on customer deposit changes and balance, as well as any data obtained in establishing a business cooperation with the Customer, if it has the Customer's consent in writing.

10. 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.
11. Having signed the Agreement, the Customer gives its express consent to the Bank to deliver any notifications or any court notices related to the service to the address listed in the Agreement or to the address provided to the Bank in writing. Hence, any such notice delivery shall be deemed adequate whether or not the Customer is presently found on the said address.
12. If the Customer believes that the Bank does not follow its obligations from the concluded agreement, good business practices, general terms and conditions, provisions of the laws and regulations, then a verbal or written complaint may be filed directly or by delivering it to Bank's address by regular mail or electronically.  
If the complainant files a verbal complaint, but is not satisfied with the Bank's response, the complainant shall be entitled to file a complaint in writing and/or electronically.

The Bank is required to conduct 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.

Should the Bank fail to respond within the deadlines specified in the previous paragraph, that is, if the complainant is not satisfied with the Bank's response to the complaint, the complainant, who established the business relationship with the Bank at the 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, having established a business relationship with the Bank in the organisational unit operating in the territory of Republika Srpska, may notify in writing the Ombudsman for the banking system (established within the Banking Agency of Republika Srpska at the address Vladika Platona 1/A Banja Luka that they are dissatisfied by the outcome of the complaint 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, that is, if the Bank has not sent a response to the customer, i.e. the complainant.

These General Terms and Conditions shall enter into force on 1 December 2024.

