

GENERAL BUSINESS CONDITIONS FOR OPERATIONS WITH PRIVATE INDIVIDUALS OF UNICREDIT BANK A.D. BANJA LUKA

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# UniCredit Bank Banja Luka

#### - SUPERVISORY BOARD-

Pursuant to Articles 66 paragraph 1, item 14 and 135 of the Law on Banks of Republika Srpska ("Official Gazette of Republika Srpska", No. 4/17, 19/18 and 54/19) and pursuant on Article 31, paragraph 31.1, item 31.1.14 of the Articles of Association of UniCredit Bank a.d. Banja Luka, No. S-9/17 dated 13.10.2017 and S-14/21 dated 08.04.2021, the Supervisory Board of UniCredit Bank a.d. Banja Luka, at their 8<sup>th</sup> meeting held on 28.10.2024, adopted the following

# GENERAL BUSINESS CONDITIONS FOR OPERATIONS WITH PRIVATE INDIVIDUALS of UniCredit Bank a.d. Banja Luka

#### LINTRODUCTION

# 1. Application of General Business Conditions

- 1.1. General Business Conditions for Operations with Private Individuals of UniCredit Bank a.d. Banja Luka (hereinafter: General Business Conditions), shall regulate the following:
  - 1. standard terms of operation which are applied by UniCredit Bank a.d. Banja Luka (hereinafter: the Bank) to private individuals who enter in a relationship with the Bank for the purpose of using the Bank products and services and co-debtors/guarantors (hereinafter: the Clients),
  - 2. conditions for the establishing of a relationship between the Client and the Bank and communication process between them.
  - 3. conditions for conducting transactions in the business of approving loans, accepting deposits, opening, maintaining and closing accounts, issuing and using payment cards, as well as other business performed by the Bank in accordance with the law.
- 1.2. General Business Conditions are applied based on written agreement between the Client and the Bank and based on other forms of business cooperation between the Client and the Bank where in accordance with regulations and Bank bylaws contract is not concluded (e.g. offer, request or other application form signed by the Client), and represent the integral part of Business relationship between the Client and the Bank. In case of inconsistency of provisions of the concrete contract between the Client and the Bank and provisions of General Business Conditions, the provisions of the specific contract shall be applied.
- 1.3. In addition to General Business Conditions, the Bank may for particular products and services adopt special conditions for specific product i.e. service using, which also represent the integral part of Business relationship between the Client and the Bank. In case of inconsistency of provisions of special conditions to use specific product or service and provisions of General Business Conditions, the provisions of the special conditions shall be applied.
- 1.4. Provisions of General Business Conditions shall prevail in application in relation to certain regulations regulating contractual and other relationships, but provided that they are not of imperative nature.
- 1.5. The Bank will make General Business Conditions available in Bank's business premises and by their publishing on the website of the Bank and in that way enable the Client to get introduced with General Business Conditions.

# 2. Definitions and Abbreviations

**Client** – is, in terms of provisions of these General Business Conditions, any private individual that uses or has used or addressed the Bank with the request to use its products and services;

**User of banking services -** a private individual who enters into a relationship with the Bank in order to use the services for purposes that are not intended for their business or other commercial activity.

**Banking services** – are financial services provided by the Bank to the Clients in transactions of loan granting, approval of authorized overdraft on the account, receiving of deposits, account opening and keeping, issuing of payment and credit cards, as well as other services provided by the Bank in accordance with the law;

**Business relationship** – is any business or other contractual relationship established or concluded by the Bank with the Client and it is related to Bank activities execution:

**Bank's acts** - are documents enacted by the Bank competent bodies according to set procedures and they regulate rights, authorities and obligations of the Clients, as well as all other persons that assume the rights and obligations to the Bank;

**Loan Agreement** - has a meaning as established by the Law regulating contractual relations and Law on Banks of Republika Srpska;

**Deposit Agreement** – has a meaning as established by the Law regulating contractual relations and Law on Banks of Republika Srpska

**Agreement on the provision of banking services -** has the meaning established in the regulations governing contractual relations and regulations governing payment transactions;

**Payment Cards** – enable cash withdrawals at ATMs and ETF POS terminal, payments via EFT POS terminals, Internet sales points and Imprinter. The card is equipped with a magnetic stripe and a chip that contains all relevant information about the card (card number, name and surname of the Client, account number, card validity period, PIN code);

**DCC (Dynamic Currency Conversion)** - when using the Bank's payment cards at points of sale or ATMs abroad, payment card users may optionally be offered, and when performing a transaction, the option of choosing two debit methods: payment/purchase in the currency of the country in which you are located or conversion to the equivalent value in KM:

**EFT POS (Electronic Fund Transfer Point of Sale)** – a terminal at the point of sale through which transactions are carried out electronically.

ATM (Automated Teller Machine) – a self-service device for withdrawing and depositing cash.

**Authorized overdraft on payment account** – is the Bank product that enables the Client to use greater amount of funds than the available amount on the account in the given moment. The amount of overdraft is expressed in specific amount.

**Nominal interest rate (NIR)** – is percentile expressed amount of monetary units paid by the Client to the Bank per loan unit, i.e. paid by the Bank to the depositor per deposit unit. Interest rate can be fixed and variable;

**Effective Interest Rate (EIR) -** is actual cost of banking service which, in addition to nominal interest rate, includes other costs paid by the Client, and which are in direct connection with using of a certain banking service;

**Schedule of repayment, i.e. disbursement -** is a summary table displaying chronologically all cash flows, intended for Client information, and for the purpose of up-to-date monitoring of their obligations under the loan agreement, i.e. their receivables under the deposit agreement:

**Due Professional Care** – is the increased attention and skill which is reasonably expected in legal transactions from the Bank in operations with the Client, in accordance with rules of the profession, fair trade customs, and principle of good faith and honesty;

**Representative example -** is an example in which all the elements necessary to show the conditions under which a certain service of the Bank is used are indicated:

**Payment order –** is the unconditional instruction given to the Bank to pay out or pay in certain amount of money from the designated account to the specified account of user of the funds. It can be delivered in person, by mobile or electronic banking and it must contain all key elements: first name and surname of the ordering customer and their account number, first name and surname/business name of the beneficiary of the funds and account number, amount, currency, transaction description/purpose of payment, date, stamp and ordering customer's signature, i.e. digital confirmation if the payment is made by electronic or mobile banking;

**Account -** represents any account opened based on the agreement between the Client and the Bank, whether being it payment, savings or gyro account, and it includes an account opened in an ad hoc relationship for the purpose of execution of single payment transaction;

**Account for Time-Deposit Savings –** is passive account through which Bank receives payments and makes time deposits of the Client for a certain time period. They differ by currency, by duration, by the number and method of payments, as well as by type of purpose;

**Corresponding Coverage -** stands for sufficient amount of available resources for execution of payment orders and for payment of the fee to the Bank;

**Available Balance -** is the coverage and granted overdraft on the account;

**Complaint** – is verbal or written addressing of the Bank by the Client with the description of disputable relationship between the Client and the Bank which according to the opinion of the Client resulted as a consequence of the Bank's non-compliance with legal and by-law provisions, provisions of the concluded agreement, fair trade practice and/or published General Business Conditions.

**Card user** - is a private individual who has accepted these General Business Conditions and to whom the Bank issues a card, and who uses the card to pay for goods and services, as well as cash payments in the country and abroad, and whose name is printed on the card.

**Card account** (account to which the card is linked) – is a payment account/foreign currency account/repayment account that the Bank opens for the user and on which all financial transactions that occur through the use of basic or additional cards are conducted.

**Additional card** – is one or more additional cards that are issued in addition to the basic card per card account, and are issued for use by an additional user.

**PIN (Personal Identification Number)** – personal secret identification number of the card user. It serves to identify the card user at the ATM and/or EFT POS and is known only to the card user.

**Point of sale** - a legal entity or private individual that performs a registered activity and accepts MasterCard, Visa and/or Visa Electron cards as a non-cash means of payment for goods and services

**Amount of funds on the card account** - represents the maximum amount that the end user of the debit card can dispose of using the card.

**Approved spending limit** – represents the spending framework for paying for goods and services and withdrawing cash allowed to basic and additional users of revolving credit card and card with deferred payment between two expense settlements. The approved limit is used equally by all holders of cards issued under that account.

Card transaction - means any payment for goods/services or cash withdrawal made using a card.

**Reissuing (renewal)** – means issuing a new card after the validity period of the issued card has expired.

**Contactless card** - is a payment card that, in addition to the magnetic stripe, standard chip, also has a special antenna that enables contactless payment at terminals that support contactless payment.

Cash credit for a deferred payment card - is a loan granted to the user of a deferred payment card.

#### II STANDARD CONDITIONS OF THE BANK'S OPERATIONS

## 1. Banking Products and Services

1.1. The Bank has categorized Clients depending on the company/business entity in which they are employed. If the Client is employed in a company to which a certain status has been assigned, they receive certain benefits, with the fact that they can also receive additional benefits for certain products of the Bank depending on the amount of personal income. The conditions and method of assigning any status to the Client are specified in the Bank's internal acts, and the Client will be informed about belonging to a particular category during the negotiation phase (through a personalized information sheet).

## 2.1. Banking Secrecy and Personal Data Protection

Banking secrets are information, facts or knowledge obtained by members of the Bank's bodies and boards, shareholders, employees of the Bank performing tasks and performing duties within their competence, as well as persons of the company who perform the external audit of the Bank and other persons who, due to the nature of the work they perform have access to that data, the disclosure of which to an unauthorized person would cause or could cause harmful consequences for the bank and its clients (hereinafter: confidential information).

- 2.1.1. In particular, the following are considered banking secrets:
  - data known to the Bank, which relate to personal data, financial status and transactions, as well as ownership or business relationships of private individuals and legal entities clients of that or other banks and
  - data on the balance and transactions on individual accounts of private individuals and legal entities opened in the Bank.
- 2.1.2. The following are not considered bank secrecy:
  - public data and data that are available to interested parties with a justified interest from other sources,
  - aggregate data on the basis of which it is not possible to determine personal or business data about the individual persons to whom these data refer,
  - data on the bank's shareholders, the amount of their participation in the bank's share capital, as well as data on other persons, regardless of whether they are clients of the bank
  - public data from the unified register of accounts,
- as well as all other exceptions defined by the Law on Banks of the Republika Srpska.
- 2.1.3. Bank secrecy is a business secret.

# 2.2. Obligation to Maintain Banking Secret

- 2.2.1. Persons who have access to secret data obtained in the course of performing duties and performing duties within their scope, are obliged to preserve such data, in accordance with the Law on Banks of the Republika Srpska and bylaws adopted on the basis of the law as well as other regulations governing the preservation secret data, and they are not allowed to use them for their personal needs, nor can they communicate it to third parties.
- 2, 2.2. The persons referred to in the previous paragraph are obliged to keep secret data even after the termination of employment in the Bank, the termination of their engagement in the Bank, or the termination of the status on the basis of which they gained access to that data.
- 2.2.3. Exceptions to the obligation to keep bank secrecy exist if data, objects and documents are made available based on the obligations prescribed by the current legislation of Bosnia and Herzegovina and the Republika Srpska, and international agreements.

## 3. Authorized Persons

- 3.1 The client can authorize another person to conclude a Business relationship with the Bank on their behalf and for their account, in which case the Bank determines the identity of the authorized person and concludes the contract based on the authorization certified by the competent authority and which cannot be older than 3 months.
- 3.2 The owner of an account opened in the name of private individual may authorize one or more other persons (proxies) to dispose of funds from that account. Authorized persons act in the name and for the account of the account holder, as the principal, within the limits and on the basis of the issued proper authorization on the Bank's form or the authorization certified by the competent authority, and the identity of that person must be determined on the basis of personal documents.
- 3.3 The authorized person from the previous point is not authorized to issue new or withdraw existing authorizations, unless the same is decisively defined in the power of attorney itself.
- 3.4 In the event of any change or addition to the authorization to dispose of the account, such as a change of name of the authorized person (e.g. due to marriage), change of residence or change of any other fact of importance for the Client's business relationship with the Bank, the authorized person must notify the Bank without postponement and expressly inform about such a change.
- 3.5 The Bank will require the authorized person to submit certified copies and/or originals of documents proving the above information (e.g. ID card, passport, etc.) and to sign a new form with their information.
- 3.6 The Client is obliged to express their will through authorizations (power of attorney) extremely clearly and precisely. In the event of any doubt about the content of the client's will expressed through the given authorization (power of attorney), the Bank reserves the right not to act on the authorization in question and cannot be called to any type of responsibility for using this right.

# 4. Negotiation Phase

- 4.1 In the negotiation phase, the Bank is obliged to inform the Client about the conditions and all essential characteristics of the service it offers in the form of a standard information sheet that is delivered to the user as an offer on a representative example of the service, in written or electronic form.
- 4.2 The Bank provides the Client with information and appropriate explanations about the conditions related to the products/services offered by the Bank, before the conclusion of the contract itself, in a way that will enable the Client to compare the offers of different providers of the same services and assess whether the contract corresponds to their needs and financial situation.
- 4.3 The Bank will provide the Client, who intends to conclude a specific contract with it, at their request, free of charge, with the text of the draft of that contract.

# 5. Assessment of Client's Creditworthiness

- 5.1. Before signing the loan agreement, the Bank is obliged to assess the creditworthiness of the Client, guarantor or other person who personally ensures the fulfillment of the client's obligations, based on the data it receives from them, and based on the insight into the credit registers and other public register and databases on the Client's indebtedness, which was carried out with their written consent.
- 5.2. The Bank freely decides on the choice of its Clients in accordance with valid regulations and its internal acts, which includes the discretionary right to refuse to conclude a contract, i.e. to provide services to the Client, if the relevant assessment of all the Client's normally monitored parameters indicates that the use of this right is necessary.

## 6. Client Identification

- 6.1 Before, during or after the execution of the transaction or establishment of the Business relationship with the Client the Bank shall undertake legally prescribed activities and measures for prevention and detection of money laundering and terrorist financing, and activities and measures to determine whether the Client has FATCA status including activities and identification measures and monitoring of Client's operations by acquiring defined data and documentation.
- 6.2 The Client is required to submit necessary documentation to the Bank before establishing any business relationship with the Bank.
- 6.3 The Bank ensures that the Client is informed about the type, contents and method of submission of documents (original, copy, and alike), document's date of issue, method of verification and other key elements which must be contained in the documents whose submission is mandatory according to the regulations which regulate the prevention and detection of money laundering and terrorist financing and according to the regulations by which the Bank undertook to provide the tax authorities of the United States of America (U.S. IRS Internal Revenue Service) with data on the accounts of clients from the USA, that is, those clients who have confirmed such status.
- 6.4 In addition to specified documentation, the Bank reserves the right to request additional documentation and information from the Client as a condition for the establishing of business cooperation.
- 6.5 The Bank is entitled to, for the reason of undertaking legally prescribed activities and measures for the prevention and detection of money laundering and terrorist financing, delay or refuse provision of services and/or products and execution of transaction by order or for the account of the Client.
- 6.6 The Bank applies restrictions regarding business activities related to certain countries, organizations, persons, entities or goods that are prescribed by UniCredit Group rules in the field of financial sanctions.

## III CONDITIONS FOR THE ESTABLISHMENT OF THE RELATIONSHIP BETWEEN A CLIENT AND THE BANK

## 1. Business Operations between the Client and the Bank

- 1.1 Operations between the Client and the Bank are performed by conclusion of the corresponding contracts, as well as Bank's provision of the services to the Client without concluding a contract, but with signing and/or exchange of corresponding documents, orders and information which make the integral part and trail of service/transaction offered by the Bank, i.e. performed by order or in favor of the Client.
- 1.2 Contract between the Client and the Bank shall be composed in written form. Each contracting party shall receive its own copy.
- 1.3 If the Client fails to fulfil their obligation within the contracted term the Bank shall apply default interest rate against due unsettled obligations in accordance with the specific law that regulates the amount of the default interest.
- 1.4 The Bank may collect its claims from any of the Client's accounts with the Bank, and 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 KM or another currency, the selling rate for foreign currency on the day of closing the claim will be applied. If the Bank's claim is expressed in KM, and the payment will be made in foreign currency, the purchase rate for foreign currency on the day of closing the claim will be applied.

## 2. Rights and Obligations of Contracting Parties

# 2.1. Withdrawal from the concluded Contract with the Bank

- 2.1.1. The Client has the right to withdraw from the concluded loan agreement, authorized account overdraft, agreement on credit card issuance and use within 14 days from the date of conclusion of the agreement, without stating the reason for withdrawal.
- 2.1.2. In the case of a loan agreement that is secured by a mortgage, as well as in an agreement whose subject is the financing of the purchase of real estate, the Client may withdraw from the agreement, provided that they have not started using the loan or financing.
- 2.1.3. The Client is obliged to submit a written notification to the Bank before the expiry of the period of 14 days from the date of conclusion of the loan agreement, the authorized account overdraft, the agreement on the issuance and use of the credit card.
- 2.1.4. The Client is obliged to have proof of delivery of the Notification to the Bank.
- 2.1.5. The date of receipt of the notification by the Bank shall be considered the date of withdrawal from the contract by the Client.

- 2.1.6. If the Client withdraws from the concluded loan agreement, authorized account overdraft, agreement on issuing and using a credit card, they are obliged to pay the Bank the calculated fee for processing the request, which cannot be higher than the fee in case the client does not refuse the loan.
- 2.1.7. A client who withdraws from a concluded loan agreement secured by a mortgage, as well as an agreement whose subject is the purchase or financing of the purchase of real estate, is obliged to pay compensation for the actual costs incurred by the Bank in connection with the conclusion of that agreement.
- 2.1.8. If the Client withdraws from the concluded contract, in addition to which a secondary service was provided, the Client will no longer be bound by the contract on secondary services.

# 2.2. Early Repayment

- 2.2.1. The Client is entitled any time, completely or partially, to execute their obligations under the loan agreement, in which case they are entitled to the reduction of total cost of loan by the amount of interest and costs for the remaining period of duration of that contract (early repayment). In case of early loan repayment the Client is required to inform the Bank in writing at the latest 10 days before such loan repayment.
- 2.2.2. The Bank has the right to charge a fee for the early repayment of the loan, based on the concluded contract, in the manner and under the conditions stipulated by the Law on Banks of the Republika Srpska and by-laws adopted by the Banking Agency of the Republika Srpska.
- 2.2.3. The Bank cannot demand fee for early loan repayment in the following cases:
  - if repayment is made on the basis of a concluded insurance contract, the purpose of which is to secure repayment,
  - if the repayment is made during the period for which the variable interest rate is contracted,
  - in case of early repayment of the authorized overdraft on the account.
- 2.2.4. The fee for early repayment cannot be higher than the amount of interest that the Client would have paid for the time from the day the loan was returned to the day when the loan was supposed to be returned according to the contract.

## 2.3. Client Complaint

- 2.3.1. If the Client, guarantor or other person who personally ensures the fulfillment of the Client's obligations believes that the Bank does not comply with legal and by-law provisions, obligations from the concluded contract, good business practices, the General Business Conditions of the Bank, they can send a written or verbal complaint to the Bank. A written complaint can be sent directly, by sending it by mail to the Bank's address or electronically to the Bank's electronic address <a href="mailto:recitenam@unicreditgroup.ba">recitenam@unicreditgroup.ba</a>. If the Client submits a verbal complaint and is not satisfied with the Bank's response, the Bank is obliged to inform them of the right to submit a written complaint. If it is a complaint from the domain of bancassurance, the Client has the right to inform about it in writing and lodge a complaint against the Bank's work with the Ombudsperson in Insurance.
- 2.3.2. The Bank is obliged to enable the Client to familiarize themselves with the general conditions of its business in the area to which the complaint relates, by submitting them in writing at the Client's request and providing appropriate explanations and instructions related to the application of these conditions
- 2.3.3. The Bank cannot charge the Client a fee or any other costs for filing and handling the complaint.
- 2.3.4. In the event that the Client is not satisfied with the Bank's response to the complaint, i.e. the outcome of the complaint procedure conducted by the Bank, or the Bank does not provide a response within the prescribed period of 15 days, the Client has the right to notify the Bank in writing and file a complaint with the Agency or the Ombudsman for Banking System within 6 months from the receipt of the response, i.e. the expiration of the 15-day period if the Bank has not submitted a response.

## IV CONDITIONS AND FORM OF COMMUNICATION BETWEEN THE CLIENT AND THE BANK

Communication between the Client and the Bank is carried out in written form, directly by verbal contact, through media, informational and advertising material, and through internet and telephone.

#### 1. Written Communication

1.1. The Bank and the Client can communicate verbally within the framework of their business cooperation, but only written documents have significance for their formal-legal and material relations. The Client is obliged to deliver all notifications related to the performance of mutual obligations to the Bank in writing by registered mail with a

- return receipt sent to the Bank's address, by personal delivery to the Bank's branch or by another method agreed between the Bank and the Client (which implies, among other things, delivery via contracted electronic channels).
- 1.2. Written communication between the Client and the Bank takes place via the address of the Bank's headquarters, i.e. its corresponding organizational unit or branch and the Client's address, which is marked in the Bank's system based on reference documentation. The Client is obliged to notify the Bank in writing without delay of changes in name or address.
- 1.3. The notification sent by the Bank to the last address provided by the User is considered duly delivered and will be considered received by the Client at the moment of sending it to the same address:
  - if it was sent by electronic mail on the day when the electronic message was sent, which is proven by a printed computer confirmation,
  - if it is sent by registered mail after the expiration of the usual time necessary for the shipment to arrive, including sending the shipment to the address of a third party authorized to receive correspondence on behalf of the Client, and in accordance with the Client's express written statement submitted to the Bank in this regard.
  - if it was sent via an SMS message or via the Viber application on the day the electronic message was sent, which is proven by a printed computer confirmation
    - if it was sent via mobile or electronic banking on the day the electronic message was sent, which is proven by a printed computer confirmation.
- 1.4. The Bank shall not bear legal or material liability for damages which can arise for the Client or third parties due to the fact that the Client has not received some Bank's notification or memorandum which was forwarded to the last known recent address reported to the Bank by the Client.

## 2. Confirmation on Written Communication

2.1. Any written communication between the Client and the Bank made in person shall be considered received by the Bank only after the Client's copy of the document has been certified with the Bank's seal of receipt or after a written confirmation of receipt has been issued.

# 3. Documents Received/ Sent by the Bank

- 3.1. In the case of delivery of documents to the Bank or sending of documents by the Bank in accordance with the Client's order, the Bank will examine the documents with due care to determine whether they are in accordance with the instructions.
- 3.2. The Bank does not assume or can bear responsibility regarding the validity or completeness of the documents received, nor is it responsible for any harmful consequences that may arise in connection with the correct interpretation or translation.
- 3.3. Documents of foreign origin presented to the Bank as proof of identity or authorization will be carefully examined in terms of their suitability in accordance with the laws, regulations and internal acts of the Bank.
- 3.4. In other cases that are outside the scope established by the provisions of this article, the Bank will not bear responsibility for damages and losses suffered by the Client or a third party on that occasion.

# V RESPONSIBILITY OF THE CLIENT OR THE BANK

#### 1. Responsibility of the Bank for the Damage

- 1.1. In the business relationship between the Bank and the Client, the Bank is not liable for damage:
  - which occurs as a result of force majeure, armed conflicts, state of emergency, earthquakes and other natural disasters, strikes and other circumstances over which the Bank had no influence.
  - which arose as a result of actions taken by the competent state authorities or as a result of interference with its operations that the Bank could not prevent or avoid,
  - arising from the Client's business activities based on oral communication with the Bank or written communication in which the Bank's unconditional obligation is not specified.

What is stated in this point also applies in the event that the Bank suspends or limits its business activities on certain days or for a certain period of time for justified reasons.

1.2. The Bank will take the necessary measures to minimize or limit any impact that would cause damage to the Client.

# 2. Responsibility of the Client

- 2.1. The Client is responsible for all losses, of the Client and the Bank, which may be caused due to the fact that the Bank was not informed of any deficiency in connection with the legal or business capacity of the Client or other authorized persons, and of changes related to the determination of their FATCA status.
- 2.2. The Client is responsible in terms of compensation for all costs and losses that may be caused as a result of forgery, incompleteness, legal defects or misinterpretation and/or translation of the documents that they submitted to the Bank in the business they perform with the Bank.
- 2.3. Instructions of any kind given by the Client to the Bank must be clear and explicit.

## VI TERMINATION OF CONTRACTUAL RELATIONSHIP

# 1. Methods for Termination of Contractual Relationship

- 1.1. The contractual relationship between the Client and the Bank may be terminated for the following reasons:
  - fulfilment of contracted obligations
  - expiry of the period for which the contract is concluded,
  - due to Client's death.
  - by unilateral or by mutual termination or cancellation.

# 2. Procedure for Termination or Cancellation of Contractual Relationship

- 2.1. Unless otherwise agreed, respectively provided by the relevant laws and other regulations both the Client and the Bank can at their own discretion at any time terminate or cancel the mutual business relationship, whereby each party is obliged to settle its obligations under the contract.
- 2.2. As of termination or cancellation date of the agreement the entire loan amount becomes due automatically together with accrued interest and other claims arising from the contract.
- 2.3. The Bank reserves the right that in the event of non-fulfillment of the contractual obligation by the Client, it may terminate or cancel the contract or declare claims based on the contract fully due and before the deadline for their repayment, or apply the rules on contractual penalties, in accordance with the Law on Obligations, which is determined in more detail by the contract.
- 2.4. In the case where it is agreed between the Bank and the Client, the Bank may at any time terminate or cancel business relations, especially in the following cases:
  - If the Client has not fulfilled or irregularly fulfills any obligation towards the Bank or another creditor; or
  - If the given means of security for the orderly repayment of the debt is legally invalid or incorrect or untrue;
  - If the Client, at the Bank's request, does not provide an additional means of insurance for the fulfillment of his obligations under the contract; or
  - if circumstances or conditions occur, which, in the opinion of the Bank, could jeopardize the Client's ability to fulfill or fulfill any obligation based on the Agreement, or
  - If the Client has not reported a change of employer, or
  - If the Client who has FATCA status revokes the consent for the processing and transfer of data as defined in the section "Banking Secrecy and Protection of Personal Data" of these General Business Conditions, or
  - If the Client does not provide the required data and documentation necessary for conducting business relationship prescribed by the Bank's internal acts and legal/sub-legal acts, especially the documentation whose submission is mandatory according to the regulations governing the prevention of money laundering and the financing of terrorism, or
  - If the Client is subject to restrictions regarding business activities related to certain countries, organizations, persons, entities or goods prescribed by UniCredit Group's rules on financial sanctions, or
  - If, during the course of the business relationship with the Client, the Bank learns that the client has provided false information regarding important information about the Client, such as name, surname, address, purpose of establishing a business relationship with the Bank, and in accordance with the decision of the competent services of the Bank and the decision of its bodies, or
  - other reasons stipulated by the law and internal acts of the Bank.
- 2.5. The Bank will deliver a written notice of termination or cancellation of the contract to the Client at the address specified in the Contract, that is, at the address marked in the Bank's system based on the reference documentation.
- 2.6. The contract is considered terminated or canceled on the date of receipt of the written notice of termination by the Client, i.e. the contract will be considered terminated or canceled if the Client did not receive the notice because

they changed their address of permanent residence/ temporary residence, and did not notify the Bank of the change in a timely manner, or if they avoid receiving it, that is, if the Bank failed to deliver the notice of termination by registered mail to the address defined in the contract, in which case the day when the delivery service confirmed that it attempted to deliver the notice of termination or cancellation of the contract will be considered as the date of termination of the Contract.

#### VII BANKING PRODUCTS AND SERVICES

#### 1. Client Account Maintenance

- 1.1. The Bank opens a payment account, basic payment account, basic social account, foreign currency account, gyro account, term deposit account, savings account, dedicated account for a top-up card, or other type of account for the Client.
- 1.2. When submitting an application for opening an account, the Bank requires the Client to submit the documentation prescribed by the applicable regulations and acts of the Bank. The Client is obliged to submit all necessary documentation. The Client is responsible for the authenticity and veracity of all information he has provided to the Bank.
- 1.3. The Client can authorize another person to conclude a contract with the Bank on their behalf and for their account, in which case the Bank determines the identity of the authorized person and concludes the contract based on the authorization certified by the competent authority and which cannot be older than 6 months.
- 1.4. The authorized person cannot be authorized to further transfer the authorization or to terminate or close the account without special authorization given by the Client.
- 1.5. Opening of a minor's account is done on the basis of the personal request of the parent/guardian. Guardianship in the case of opening an account in the name of an adult under guardianship must be documented by an official decision of the competent court or guardianship body. The guardianship decision must have a finality clause.
- 1.6. The given authorization ends:
  - in the event of the death of the Client or authorized representative,
  - by appointing the guardian of the account owner, who gave the authorization (even if they are in a union with another person).
  - at the end of the term during which the authorization was valid,
  - by revocation/cancellation of authorization.
- 1.7. In case of revocation of the authorization given by the account holder, the revocation will be valid only from the day of presentation to the Bank, i.e. when the account holder amends or revokes the given authorization at the Bank's premises.
- 1.8. After learning of the Client's death, the Bank blocks all accounts until the delivery of a court or notary document on the execution of the probate proceedings.
- 1.9. The Bank is authorized to dispose of the funds on the Client's accounts without their special written consent or order, in the following cases:
  - in the compulsory collection procedure, for the purpose of payment according to final and enforceable decisions of the Court and other state bodies,
  - as well as in other cases prescribed by law and by-laws.
- 1.10. The Bank has the right to block, without the Client's consent, the possibility of using services and/or products, partially or completely, for reasons of preventing money laundering and terrorist financing, in accordance with current regulations or by order of the competent authority.
- 1.11. The Client must review their account statement immediately upon receipt, and review its correctness and completeness. If there are deviations, they are obliged to notify the Bank immediately, and no later than within 15 working days.
- 1.12. Prices of banking services: all services offered by the Bank to the Client and those used by the Client are charged by the Bank in accordance with the contract and valid Bank Tariffs for Products and Services in Transactions with Private Individuals.
- 1.13. In the event that the Client does not use the account opened with the Bank for a period of 12 (twelve) months, i.e. there have been no client-initiated changes to the Client's account, the Bank has the right to consider such account inactive and close it. The Bank will issue a notice in the media about the closure of inactive accounts, and if the Client does not contact the Bank within 15 (fifteen) days from the publication of the advertisement and does not submit further instructions, the Bank has the right to close that account.

# 2. Domestic Payment Operations

- 2.1. All orders for payments, as well as all other orders, must be legibly written in one of the languages in official use in the RS/BiH and contain all the necessary details necessary for the implementation of that order. Some of these data are as follows: the name of the originator and beneficiary of the funds, their exact addresses and account numbers, bank code, payment amount, currency in which the payment is made, purpose of payment, urgency of the order and who assumes the costs incurred during the execution of the given payment order, for payments of public revenues filled in all necessary fields, etc. The order must clearly show its content. Also, it is necessary that the order be sent in accordance with the defined time of execution of payment orders in internal payment operations, otherwise the Client shall bear all possible consequences of failure to execute the order. When receiving payment orders, the Bank is obliged to receive payment orders and other payment transaction documentation, if they are completed and submitted in the prescribed manner. The Bank returns payment orders that have not been completed in the prescribed manner and points out to the bearer of the deficiencies and errors in order to eliminate them. In case of incorrect or incomplete information provided to the Bank by the Client, the Bank is not responsible for any loss or damage resulting from such action or omission.
- 2.2. Acceptance of orders for internal payment transactions is provided for:
  - The time of realization of orders for internal payment transactions is based on the RTGS term plan real-time system and gyro clearing system GC of the Central Bank of BiH, which implies that clearing is carried out in four daily cycles.

Types of payment order	Execution of orders received on Bank's working days		Execution of orders received
	Time of receipt of the payment order	Date of order execution*	on weekend and bank holiday
Internal delivered to the Bank's counter	No later than 15:30 hrs	The same day	Orders are not accepted
	after 15:30 hrs	no later than the next working day of the Bank	
External up to BAM 10.000 delivered to the Bank's counter	No later than 12:00 hrs	The same day	Orders are not accepted
	after 12:00 hrs	no later than the next working day of the Bank in the first session to the Central Bank of BiH	
RTGS (order marked as "urgent" regardless of the amount and all orders over BAM 10.000) delivered to the Bank's counter	No later than 15:30 hrs	The same day	Orders are not accepted
	after 15:30 hrs	no later than the next working day of the Bank	
Electronic internal	No later than 18:00 hrs  ** on Saturdays no later than 14:00 hrs	The same day	** Sunday and holiday the next working day of the Bank
	No later than 18:00 hrs  ** on Saturdays no later than 14:00 hrs	The next working day of the Bank	** Sunday and holiday the next working day of the Bank
Electronic external up to BAM 10.000	No later than 14:00 hrs	The same day	The next working day of the Bank
	after 14:00 hrs	no later than the next working day of the Bank in	

		the first session to the Central Bank of BiH	
RTGS (order marked	No later than 15:30 hrs	The same day	
as "urgent" regardless of the amount and all orders over BAM 10.000)	After 15:30 hrs	no later than the next working day of the Bank	The next working day of the Bank

\*note: an exception to the specified deadlines for the execution of orders are orders that are subject to additional controls

- 2.3. The Payment orders can be submitted to any branch of the Bank, regardless of where the Client's account is kept. The same will be executed only in the event that there is adequate coverage on the client's account in the manner and terms defined by acts on the execution of payment transactions.
- 2.4. Cash payment orders from the Client's transaction account are accepted for execution only up to the amount of coverage on the Client's account.
- 2.5. If the employee of the Bank receiving the orders estimates that the orders will not be able to be processed with the currency on the same day, and the Client has delivered them within the stipulated time, they are obliged to inform the Client about this upon receiving the order and implement the orders on the next working day.
- 2.6. In exceptional cases, according to the Bank's assessment and its capabilities, orders submitted after the specified time may be executed on the same day at the client's request.
- 2.7. If the Bank refuses to execute the payment order, it must inform the client about the refusal.
- 2.8. If the Client requires immediate execution of the order, they must inform the Bank about this separately and indicate it on the order, at the same time as issuing the order.

## 3. Foreign Payment Operations

- 3.1. Clients submit orders for payments abroad in written form, that is, in electronic form via digital channels, which should contain all the necessary details necessary for the realization of that order. Some of these data are as follows: the name of the originator and beneficiary of the funds, their exact addresses and account numbers, SWIFT bank of the beneficiary, SWIFT bank of the correspondent if necessary, amount of payment, currency in which the payment is made, purpose of payment, urgency of the order and who assumes the costs which arise during the realization of a given payment order. Along with this order, it is necessary to submit appropriate documentation from which the purpose and basis of payment can be established (copy of invoice, pro-forma invoice, contract and documents defined by current legislation). If the order is sent via digital channels, it is necessary to submit appropriate documentation via e-mail. In addition to the above, the Client needs to provide funds on their account for payment. The order must clearly show its content. Also, it is necessary that the order be sent in accordance with the defined time of execution of payment orders in internal payment operations. otherwise the Client shall bear all possible consequences of failure to execute the order. When receiving payment orders, the Bank is obliged to receive payment orders and other payment transaction documentation, if they are completed and submitted in the prescribed manner. The Bank returns payment orders that have not been completed in the prescribed manner and points out to the bearer of the deficiencies and errors in order to eliminate them. In case of incorrect or incomplete information provided to the Bank by the Client, the Bank is not responsible for any loss or damage resulting from such action or omission.
- 3.2. The Client can choose one of three options (OUR, SHA or BEN) to cover transaction costs in international payment operations):
  - the OUR option means that all costs of the bank of the principal (Client), all possible costs of correspondent (intermediary) banks and the bank of the beneficiary of funds, are paid by the ordering party (Client); The Bank debits the account of the principal (Client) for the costs of other banks when it receives a debit for them from those banks;
  - the SHA option means that the costs of the bank of the principal (Client) are paid by the principal (Client), while the costs of the bank of the beneficiary of the funds and all possible costs of correspondent (intermediary) banks are paid by the beneficiary of the funds. In that case, the user of the funds receives the amount less the possible costs of correspondent (intermediary) banks;

- the BEN option means that the costs of the bank of the principal (Client), all possible costs of correspondent (intermediary) banks and the costs of the bank of the beneficiary of the funds are paid by the beneficiary of the funds. In that case, the user of the funds receives the amount minus the costs of the bank of the principal (Client) and all possible costs of correspondent (intermediary) banks.

If the Client does not clearly indicate which cost option they choose on the payment order, it will be considered that the SHA option has been selected and the order will be executed with that option.

- 3.3. All orders are executed abroad with a value date T+2, unless otherwise expressly indicated in the order. The deadline for receiving payment is provided depending on the payment value:
  - in the case of standard processing with a value date T+2, orders are received by 14:00 hrs and electronic orders (orders entered through digital channels) by 15:00 hrs,
  - in the case of processing with a value date T+1, orders are received by 13:00 hrs,
  - in the case of processing with a value date T+0, orders are received by 13:00 hrs

In exceptional cases, at the Bank's discretion, orders submitted after the specified time may be executed on the same day at the Client's request.

- 3.4. In the case of international payment transactions, the Bank does the execution of correct, complete orders. Confirmation of order execution by the Bank is a report on changes in the balance on the Client's account and a confirmation of the payment made (a copy of the SWIFT message).
- 3.5. The Bank cannot influence the time required from the order to the payment to the recipient, because payment transactions with foreign countries are subject to different checks, in accordance with the policies of each bank and regulation of the country of the bank and the country of the final recipient.
- 3.6. In the case of withholding the execution of the transaction at a foreign bank, the Bank's obligation is to respond to requests from foreign banks for the delivery of additional documentation and data about the transaction or the client, based on the information received from the client, with the aim of executing the payment.

#### 4. Conversion

- 4.1. Cash conversion of foreign currencies and conversions on the Client's account are performed with the application of the appropriate exchange rates for the purchase/sale of foreign currency contained in the Bank's current exchange rate list. The Bank's current exchange rate list will be clearly displayed in the Bank's premises and on the Bank's website.
- 4.2. The Bank executes orders for the purchase and sale of foreign means of payment in accordance with the Law on Foreign Exchange Operations of the RS.
- 4.3. Depending on the amount (over BAM 5,000 equivalent) and the Client's status, the Bank reserves the right to contact the Client and arrange a special exchange rate with them.

## 5. Deposits

- 5.1. Deposits can be termed in domestic currency and foreign currencies, and in domestic currency with a currency clause
- 5.2. The interest rate on deposits can be agreed as fixed or as variable,
- 5.3. The amount of the nominal interest rate depends on the type of deposit, the currency in which the term deposit is made, the amount and term period. The Bank can apply interest rate ranges for the same type of deposit, currency and term, depending on the amount of the deposited deposit. Term conditions by type of savings are defined by the current Decision on Interest Rates.
- 5.4. Interest rates on deposits are expressed on an annual basis. The calculation of interest on time deposits is done monthly, on the last day of the month, using the proportional method based on the actual number of days in a month in relation to a year of 360 days; for favorite savings, the calculation is done according to the conform method.
- 5.5. Calculation of interest on dedicated deposits that serve as security for a loan, overdraft, guarantee or card is done using the proportional method based on the actual number of days in a month compared to a year of 360 days.
- 5.6. The Bank can also agree with the Client on the application of another method of interest calculation in the manner established by law, which is defined in the contract with the Client.
- 5.7. The Bank calculates and reports the effective interest rate in accordance with current regulations.
- 5.8. The Bank provides deposit insurance at the Deposit Insurance Agency in accordance with the Deposit Insurance Act.
- 5.9. The Client can dispose of the term deposit after the expiry of the term. The amount of the interest rate is defined by the Decision on Interest Rates, and by the contract concluded by the Bank with the Client.
- 5.10. If the Client wants to dispose of their fixed-term funds before the expiry of the date established by the Agreement, they are obliged to notify the Bank in writing of the intention and the amount of early withdrawal of the deposit

before the deadline specified in the agreement. The amount of the interest rate that is recognized to the Client in case of early repayment is defined by the valid Decision on Interest Rates, and by the attachment of the Agreement concluded by the Bank with the Client.

#### 6. Loans

- 6.1. The Bank approves placements in local currency and local currency with a currency clause.
- 6.2. The Bank provides funds to the Client in the form of loans, overdrafts and loans based on credit cards.
- 6.3. Before the conclusion of the loan agreement, the parties to the agreement (the client, co-borrower or other person who personally ensures the fulfillment of the obligations of the credit user) in the negotiation phase, are orally presented with the meaning and consequences of that legal transaction, as well as the rights and obligations of the contracting parties arising from the legal transaction in question.
- 6.4. Depending on the type and amount of placement and risk assessment for a particular placement, the Bank determines the security instruments individually for each placement. In the event that the settlement of a certain claim is secured by multiple means of security provided by the Client or third parties, the Bank is authorized to make a choice during collection in terms of the order and method of settlement of obligations from the security instruments, except in the case when the order is provided by some of the applicable laws.
- 6.5. Interest rates on credit arrangements are determined on an annual basis.
- 6.6. Interest rates on credit arrangements can be fixed or variable. The variable interest rate is defined by the loan agreement in the manner established by law, and consists of a fixed part of the interest rate and a variable reference element and may be linked to EURIBOR or another reference value.
- 6.7. The Bank calculates and reports the effective interest rate for all types of loans, in accordance with current regulations.
- 6.8. Interest on credit arrangements and other claims of the Bank is calculated using the proportional method based on the actual number of days in a month compared to a year of 360 days.
- 6.9. Interest on loans is charged monthly.
- 6.10. The default interest rate is calculated using the proportional method of calculation, on a daily basis, in the event that the Client-beneficiary of the loan does not pay the due obligations to the Bank. The amount of the default interest rate is determined as a rule by positive legal regulations.

## 7. Cards

# 7.1. Issuing of a Card

- a) The payment card is the property of the Bank, it is in the name of the Client card user, and its use is not transferable to another person.
- b) The payment card can be used as a payment instrument in the country and abroad.
- c) A payment card (hereinafter: "card") can be a debit card, revolving credit and card with deferred payment.
- d) A debit card is a card that is linked to the user's payment/foreign currency account, account of the user's top-up card and implies that there are sufficient funds in the account at the time of payment or cash withdrawal.
- e) The deferred payment card is linked to the client's payment account, while the user's revolving credit card is linked to the repayment account of the revolving credit card.
- f) The user of these cards is obliged to provide adequate coverage on the account within the debit period. The user of the revolving card and card with deferred payment is allowed to spend up to the consumption limit determined by the Bank based on the evaluation of the creditworthiness of the Card User.
- g) Request an application for issuing a card can be submitted by any resident or non-resident adult with a permanent or temporary residence in Bosnia and Herzegovina. The debit card is issued to the user of the payment/foreign currency account. A card with deferred payment and a revolving credit card can be issued to any adult with a permanent residence in Bosnia and Herzegovina on the condition that they provide evidence that they can safely and on time pay all costs and obligations arising from the use of the Card. The applicant for the deferred payment card application must have an open payment account with the Bank.
- h) The decision to issue a card is made by the Bank without the obligation to explain its decision to the person submitting the request application.
- i) The person submitting the request application allows the Bank to check all the specified data, as well as to collect additional information about the person submitting the request application.
- j) The User may request that several additional cards be issued in addition to their card, in accordance with the Bank's Business Policy.
- k) These General Conditions apply to the basic and additional cards, and the user of the basic card is solely responsible for the use of their and additional cards.

- I) The PIN (personal identification number) is delivered to the user of the new card at the address specified by the client when applying for the card in a way that allows the card user to have access to the PIN until the payment card is handed over. The payment card is delivered to the Client at the Bank's branch office or by delivering the card to the Client's address specified by the Client when applying for the card. The delivery of the reissued card is delivered to the home address only in cases where the Client, based on the Bank's clear, understandable and precise offer, confirms the same via direct channels (electronic/mobile banking), and via e-mail or SMS registered in the Bank's system as corresponding contact information of the Client. The Bank bears the risk in connection with the delivery of the payment card and PIN to the Card User. It is in the user's interest to keep the assigned PIN secret, in order to protect the card from misuse. It is especially important that the PIN is not written down on the card or any other document that is kept with the card. Otherwise, the user bears the possible financial consequences in case of misuse of the card. When initiating a request to create a card, the card user can declare that they do not want the secret identification number (PIN) to be sent to them by mail to their address, and the end user can view the PIN through the m-bank application.
- m) In the event that the Bank cancels one of the card brands, there may be a possibility to create a new card of the same type (debit / credit) but of a new/different brand for the same account. A card that is made in a new brand as a successor to a previously made card of the old brand takes over the PIN of the old brand card, provided that the Client previously had only one brand of the old card.
- n) The user is obliged to pick up the card in person, as well as to sign the card upon delivery. In the event that the User does not collect the card within at least 3 months, the Bank has the right to block and cancel the card.
- o) The User may also authorize/give power of attorney to another person to perform card actions instead of the User (taking cards, submitting a request for making cards, submitting a request for a repeated PIN, etc.), whereby the Bank does not bear any responsibility for any damages caused to the User as a result of the above.
- p) The validity period with which the card is issued is defined by the Agreement.
- The card, the use of which has not been canceled in accordance with these General Conditions, is automatically renewed by issuing a new card with a new validity period. A renewed card is issued to the Card User no earlier than 15 days before the expiration date of the existing Card. The Card is valid until the last day of the month specified on the Card, and the renewed Card is valid from the next day after its activation. If the user abandons the card after it has already been issued, the Bank has the right to charge an enrollment fee in accordance with the Fee Tariffs for Products and Services in Operations with Private Individuals, as a fee for issuing a credit card and card with deferred payment.

## 7.2. Use of the Card

- a) The payment card can be used at electronic devices (ATM and EFT POS terminals), Internet sales points and imprinter devices.
- b) Only the user whose name is printed on the card can use the card.
- c) The user can use the card only within the available balance (for debit cards) or the approved limit (for revolving credit cards and cards with deferred payment).
- d) The user may not leave the card as a pledge or means of security.
- e) The user is obliged to match the use of the card with the amount of funds on the card account for debit cards, that is, with the amount of the approved limit for revolving credit cards and cards with deferred payment. By timely payment of funds to the repayment account, the user determines the available amount of funds for the use of the credit card.
- f) The use of a card, which is made correctly and in accordance with standards, may be disabled in electronic readers due to physical, thermal or magnetic deformation of the card. The Bank bears no responsibility for these cases.

# 7.3. Use of the Card for Payment of Goods and Services

- a) The payment card can be used as a non-cash means of payment in the country and abroad at all points of sale marked with the sign "VISA", "MasterCard" and "Visa Electron". The card may not be used for illegal purposes, which include the purchase of goods and services whose circulation is prohibited and limited by applicable law, rules of public order and good business practices.
- b) The user is obliged to show an identification document when paying for goods/services, if requested by the point of sale.
- c) The user uses the card at EFT POS with PIN identification. For contactless transactions, the payment limit for which PIN confirmation is not required is defined by the card company. The confirmation of their personal identity is proved by personal identification document.

- d) The point of sale is obliged to issue one copy of the slip/invoice to the user. The user is obliged to keep a copy of the slip for their needs after the transaction is concluded, during which they physically use the card.
- e) The Bank does not assume responsibility for the quality of goods and services purchased or paid for with the Card. Complaints regarding goods and services are resolved by the card user with the point of sale. Regardless of the complaint, the Card User is obliged to pay the total cost incurred with the Card.

# 7.4. Use of the Card for Cash Payment

- a) The card can be used to withdraw cash at ATMs and bank counters in the country and abroad that accept VISA, Visa Electron and MasterCard cards up to the daily cash withdrawal limit, within the approved spending limit. The Bank informs the user about the amount of the spending limit when issuing the card.
- b) Through the cash in ATM, cash can be paid into the transaction account with debit cards up to the approved daily limit
- c) When withdrawing cash from an ATM, the user shall identify themselves by entering their PIN. The number of unsuccessful PIN attempts is limited to three. On the third incorrect PIN entry attempt, the ATM returns the card with a debit card and the Card User is obliged to contact the Bank to reset the wrongly entered PIN number, while with a credit card, the ATM retains the card.
- d) With the card, cash is withdrawn exclusively in the national currency of the country where the transaction is concluded.
- e) Cash withdrawals at ATMs and counters of authorized banks in the country and abroad entail fees for which the user is charged with the transaction amount, except for cash withdrawals with Visa Electron and MasterCard debit cards at UniCredit Group ATMs.

# 7.5. Debiting/ crediting Card Account and Check of Transactions

- a) The Bank will maintain a card account ("account") for the primary user and will charge them for all transactions made with the primary or any additional user's card, as well as approve all payments made to the account. All transactions made abroad will be converted into the currency of the account to which the card is linked, namely: if the card is linked to an account in BAM at the valid Bank exchange rate, i.e. at the official middle exchange rate of the Central Bank of BiH for conversions of EUR to BAM and BAM to EUR. If the card is linked to a foreign currency account, for all expenses incurred in the country or abroad, the foreign currency account is debited exclusively in the currency of the account to which the card is linked, regardless of the currency of payment. For expenses made with the card in Bosnia and Herzegovina, the conversion of the transaction amount from BAM currency to the currency of the account is performed with the application of the Bank's purchase rate for foreign currencies, valid on the day of the transaction. No conversion is performed for expenses made with the card abroad (for the case when the currency of the transaction is the same as the currency of the account). For expenses made with a card abroad (for the case when the currency of the transaction is different from the currency of the account), and the currency of the transaction is on the Bank's exchange rate list, the transaction amount is converted from the currency of the transaction to BAM at the Bank's selling rate for foreign exchange on the day of the transaction, and then from BAM to the currency of the account at the Bank's purchase rate for foreign exchange on the day of the transaction. For expenses made with the card abroad (for the case when the transaction currency is different from the account currency), and the transaction currency is not on the Bank's exchange rate list, the transaction amount is converted from the transaction currency to EUR at MasterCard's exchange rate on the day of the transaction or the next day ( https://www.mastercard.com/global/currencyconversion/index.html), then from EUR to BAM at the official midrate of the Central Bank of BiH for foreign exchange on the day of the transaction, and from BAM to the currency of the account at the Bank's purchase rate for foreign exchange on the date of the transaction.
- b) The user can make payments to their own account without limits in the amount and payment terms for debit cards, that is, up to the limit and over the minimum mandatory limit in payment terms for credit cards. Payments to the card account can also be made by third parties.
- c) Payments will be considered available from the moment of their posting on the basic user's account, for debit cards, and the next day after the payment is made for credit cards. The same will be used to cover all user obligations issued on that card account.
- d) The Bank calculates interest on the funds on the card account according to the interest rates and deadlines determined by the Bank's business policy acts. The Bank reserves the right to change the amount of interest rates, about which users will be informed in a timely manner.
- e) The user's card account is debited for the appropriate amounts of concluded transactions and additional costs and fees determined by the Bank's business policy acts. The Bank reserves the right to change the amount of additional costs and fees, of which users will be informed in a timely manner.

- f) When using UniCredit Bank a.d. Banja Luka payment cards, at points of sale or ATMs abroad, payment card users can optionally be offered, and when performing a transaction, the option of choosing two debit methods: payment/purchase in the currency of the country in which you are located or conversion to the equivalent value in BAM. This service is called DCC (Dynamic Currency Conversion).
- g) For clients who use cards linked to accounts in BAM and who want to know immediately the amount for which they will be charged in BAM equivalent, choosing DCC is an advantage. By entering your PIN or signing, you consent to the conversion to the equivalent value in BAM, and the amount of the margin and/or fee applied for the conversion of the currency to the equivalent value in BAM, which is calculated by the foreign bank for the DCC service, is displayed on the screen.
- h) Certain banks abroad charge higher fees and margins for currency conversion services, therefore for card users of UniCredit Bank a.d. Banja Luka, while they are abroad, it is usually more advantageous not to choose the DCC service, that is, to carry out the transaction in the original currency. In that case, the conversion of the foreign currency into the BAM equivalent will not be performed by a bank from abroad at the applicable exchange rate of that bank, but by UniCredit Bank a.d. Banja Luka according to the rules described in the General Business Conditions for Operations with Private Individuals.
- i) The user can use the card within the available limit for a debit card, that is, the approved limit for a revolving credit card and a card with deferred payment, with the condition that they provide funds in their account in the stipulated amount and term.
- j) The user's card account is debited with the debit date of the respective Bank accounts.
- k) At the beginning of the month, the Bank will prepare and deliver statements (report on newly incurred expenses) for the card account by mail or in another agreed upon way. Expenses include all transactions and fees arising from the use of basic and/or additional cards in the country and abroad for the past period. In the case of cards with deferred payment, the Bank informs the user of the amount that will be debited from their account on the 20th of the month.
- I) The user authorizes the Bank to debit their account for expenses incurred in the country and abroad.
- m) Obligations arising from the use of the card in the country and abroad are paid by the user in the currency of the account to which the card is linked.
- n) The user authorizes the Bank that, in the event of an overdue unpaid claim on payment cards, the costs are collected from all of their available accounts opened at the bank and other payment security instruments, without prior notice.
- o) The user is obliged to check the changes and to control the balance on their account according to the saved slips from the acceptance point and statements received from the Bank.

# 7.6. Complaints based on Card Business

- a) The user is obliged to keep copies of slips/invoices for the purposes of possible complaints.
- b) The card user, for all objections related to the use of the Card, contacts their home branch, along with the submission of documentation on the expenses incurred. The deadline for submitting a complaint is 60 days from the date of occurrence of the transaction to which the complaint relates. Regardless of the complaint, the Card User is obliged to pay the total cost incurred with the Card.
- c) If the complaint refers to a report of misuse of the card, the user is requested to block the card and report the misuse to the competent service of the Ministry of Interior. The card user is obliged to submit the documentation proving the report of abuse to the bank within the deadlines defined by the rules of the card company, and the Bank is obliged to initiate the process in accordance with the rules of the card company:
- d) The deadlines for generating Chargeback-fraud are 120 days from the date of the transactions and a maximum of 15 individual transactions per MasterCard cards, which are defined through the MasterCard instructions available at the link: https://www.mastercard.us/content/dam/public/mastercardcom /na/global-site/documents/chargeback-guide.pdf.
- e) The deadlines for generating Chargeback-fraud is 120 days from the date of the transactions and a maximum of 35 individual transactions per Visa cards, which are defined through the Visa instructions available at the link: https://usa.visa.com/content/dam/VCOM/download /about-visa/visa-rules-public.pdf.
- f) Complaints by the user arising from the use of the card contrary to these rules are considered unfounded.
- g) At the end of the procedure, in the case of a well-founded complaint, the client's account is approved for the contested amount of the transaction.

## 7.7. Safekeeping of the Card and Card Data

a) The user is obliged to keep the card in the same way as other means of payment and separately from the PIN, and to regularly check its presence.

- b) The user is obliged to protect the data on the card (number, CVV2, etc.), keep the PIN secret and to demand that all procedures with the card at the point of sale be carried out in their presence.
- c) The user bears the financial loss caused by careless use of the card.

#### 7.8. Stolen/Lost Card

- The card user is obliged to report the loss or theft of the card to the Bank's duty service from 0 to 24 hours at Phone No. 051/246-604, that is, the contact number 080 051 051, which is published on the Bank's website, and confirm that report by personally coming to the branch and signing a statement about the loss of the card.
- b) The card user bears all material and criminal responsibility for unauthorized and malicious use of the card.
- c) After reporting the loss or theft of the card, the card user's responsibility for the costs incurred due to unauthorized use ceases.
- d) The bank is obliged to adequately declare the specific card invalid.
- e) A card that is subsequently found after reporting theft/loss may not be used, but the user is obliged to inform the Bank about this and immediately return the cut card to the bank.
- f) After submitting a written report about the loss or theft of the card, the user can submit a request for issuing of a new card.

## 7.9. Cancellation of the Card Use

- a) The Bank has the right to deny the user, who does not comply with these General Conditions in any way, the right to use the card without explanation and to declare it invalid, of which he is informed in writing.
- b) The user can cancel the use of the card at their own decision, and they will do so by signing the request for cancellation at the Bank's branch
- c) All transactions concluded by the time the card is returned, regardless of the due date, as well as all eventual costs (exchange rate differences, fees), are borne by the user.
- d) The card, the use of which has been canceled at anyone's request, must be immediately returned to the Bank and canceled by cutting it in half horizontally, under the magnetic stripe.

## 7.10. Disabling (blocking) the Card Use

- a) The Bank has the right to disable (block) the user's use of the card, and reduce/abolish the spending limit in the following cases:
- if there is a suspicion of unauthorized use or use of the card with the intention of fraud, or suspicion of misuse of the card
- if the Bank determines or suspects the possibility of a violation of the provisions of the Law on Prevention of Money Laundering and Financing of Terrorist Activities, i.e. if the card user does not submit the required data and documentation necessary for the issuance and use of the card at the Bank's request, and the continuation of the established contractual relationship in accordance with positive legal provisions and by-laws, and general acts of the Bank,
- if there are unpaid overdue obligations for any placement of the card user in the Bank,
- based on the decision/order of the competent administrative authorities.
- if the card is inactive, there has been no transaction of payment for goods and services or withdrawal of cash at an ATM or POS terminal in the last 12 months.
- b) In case of suspicion of unauthorized use or use of the card with intent to defraud, or suspicion of misuse of the card, the Bank will reduce/cancel the spending limit and inform the card user by phone about the reason for reducing/cancelling the limit. The Bank will block the card at the client's telephone request and replace it with a new one.
- c) If the card is blocked due to the reasons mentioned in points b-d, the client will be notified by phone or in writing. After there are no longer any reasons for blocking the card, the Bank will unblock it independently, without the user's request, and the card will continue to be valid in accordance with the provisions of these General Business Conditions.
- d) The Bank is not obliged to notify the card user of the intended blocking and the reasons for blocking the card if the notification conflicts with objectively justified security reasons or is against the law.

#### 7.11. Rights and Obligations

- a) By signing the request application, the user declares that they are familiar with and agree with all the provisions of these General Conditions.
- b) By signing the request access form, the user declares that they are familiar with the Tariffs for products and services in operations with private individuals and that they agree to their application, with all their amendments and additions.

c) The Bank reserves the right to change these rules, with prior notification to the user. In case they do not agree with the amendments, the user can cancel the further use of the card 50 days before the expiry of the card's validity period. If they do not do so within the specified period, they will be considered to have agreed to the changes to the rules.

## 8. Authorized Overdraft on Payment Account

- 8.1. The Bank can approve and enable the use of credit per account for the user of the payment account (authorized overdraft).
- 8.2. The authorized overdraft on the payment account is approved for a period of 12 months with the possibility of automatic extension of the limit if the conditions for the automatic allocation of the authorized overdraft are met. Exceptions are authorized overdrafts that are approved for a period of up to 24 months without the possibility of automatic extension.
- 8.3. Debiting the Account beyond the amount that the Client can dispose of in accordance with the General Business Conditions is considered an unauthorized overdraft. If an unauthorized overdraft does occur, the Account User is obliged to immediately pay the necessary amount to cover the unauthorized overdraft, and to pay the due interest upon maturity as well as to reimburse the costs incurred.

In the event of an unauthorized overdraft, the Bank is authorized to take any action that would eliminate the unauthorized overdraft and damage to the Bank, and which would collect the associated interest and costs, and in particular:

- prevent the Client from continuing to operate on the Account;
- start the refinancing process if possible
- take compulsory collection measures;
- cancel the contract.
- 8.4. The Bank calculates interest on the amount of the used authorized limit and debits the Account for the amount of interest at the rate and in the manner determined by the Decision on interest rates in business with private individuals and the regulations governing the method of interest calculation.
- 8.5. The Bank calculates interest on the amount of the unauthorized overdraft and debits the Account for the amount of interest at the rate and in the manner determined by the Decision on interest rates in business with private individuals and the regulations governing the method of interest calculation.
- 8.6. The Bank calculates and charges interest, the amount of which is regulated by the Agreement, on the approved amount of the authorized overdraft in use, as well as on the amount of the unauthorized overdraft.
- 8.7. The interest rate on the authorized overdraft is expressed on an annual basis. The calculation of interest on the authorized overdraft is made using the proportional method of interest calculation based on the actual number of days in a month compared to a year of 360 days, and is charged on a monthly basis.
- 8.8. The Bank calculates and reports the effective interest rate in accordance with current regulations.
- 8.9. When concluding the Agreement on the authorized overdraft, the Bank is obliged to hand over to the Client a copy of the repayment plan for the authorized overdraft.
- 8.10. On a monthly basis, through the Statement, the Bank informs the Client about changes in the account, which includes information on the amount of the authorized overdraft, the deadline until which it was approved, interest and fees charged by the Bank for the services performed.

#### 9. Safes

- 9.1. The safe is leased for the period indicated in the contract on leasing the safe. The right to use the safe deposit box ends for the user of the safe deposit box and the power of attorney upon expiry of the agreed term or the expiration of the notice period, and for the power of attorney upon revocation of the power of attorney or upon the death of the user of the safe deposit box.
- 9.2. The amount of the fee, in accordance with the size of the safe and the time for which it is intended to be used, is determined by the Tariffs for the products and services in operations with private individuals and is agreed upon in the Contract with the Client.
- 9.3. Valuable items and documents can be stored in safes, except for flammable, explosive and similar items, items subject to damage and decomposition, and items whose possession is prohibited by regulations, and those items and substances that may be harmful to human health. If the user of safe deposit box wants to keep items packed and sealed in the safe, the packaging and sealing must be done in the Bank's premises in the presence of a Bank employee authorized to work with safes.
- 9.4. The Bank may cancel the Agreement on leasing the safe deposit box before the end of the agreed term, if the Client-User of the safe deposit box uses the safe deposit box contrary to the conditions specified here. The Client-User of the safe is responsible for any damage caused by the unauthorized use of the safe, even in the case when they were not aware of the dangerous properties of the object.

- 9.5. The Client-User of the safe cannot rent out the safe that they have leased.
- 9.6. The keys to the safe are owned exclusively by the Client-User of the safe. The Client-User of the safe is obliged to keep the keys of the safe carefully. Any loss of the key must be reported to the Bank as soon as possible, which will replace the lock and key accordingly. All costs and damages that may arise due to untimely reporting of the loss of the key, as well as damages due to the forcible opening of the safe and changing the lock and key, are borne by the Client-User of the safe. Until the moment of changing the corresponding lock and key, if the Client-User of the safe so wishes, the Bank has the right to issue the Client-user of the safe with a duplicate key for a certain period (for the duration of the Agreement on renting the safe). The Client-User of the safe undertakes to bear all possible consequences in case of misuse of the lost key by a third party.
- 9.7. At the end of the contractual period, the Client-User of the safe deposit box is obliged to return the retrieved keys in good condition, about which they will be notified one month before the contract expires (by sending a letter to the address registered in the system, or to the email address if the client has provided the same to the Bank). If the Client-User of the safe or their legal successor, despite the Bank's written notification to return the keys, does not return the keys or extend the Lease Agreement, the Bank will send a reminder on the first working day after the expiration of the contract about forced opening of the safe (in writing to the address recorded in the system based on reference documents). The Bank will forcibly open the safe, with the presence of the Court representative, if the Client-User of the safe or their legal successor does not return the keys or extend it. The contents of the safe, if it has a sale value, will be sold with the attention of a good businessman under the existing conditions, and the costs of forced opening of the safe, reworking of the lock and making of the key, all other eventual costs as well as unpaid compensation for the safe will be settled from the cash received. The rest of the cash will be made available to the Client-User of the safe or to the person to whom it belongs according to the Law. The Bank's right to forcefully open the safe at the expense of the Client-User of the safe and to settle costs and claims based on unpaid compensation remains in all other cases, cases of impossibility of returning the keys, and cases of force majeure. Once a year, the Bank performs the procedure of forced opening of safes.
- 9.8. Only the Client personally User of the safe or a person authorized by them to do so has access to the safe. The Client-User of the safe deposit box is obliged to inform the Bank in writing about changes regarding their disposal rights, change of name and address.
- 9.9. The Client-User of the safe issues an authorization to access the safe using the bank's prescribed form. The power of attorney can also be issued by court or by competent authorities for signature verification, but it must refer specifically to the right of access to the safe, considering the specificity and confidentiality of the relationship regarding the lease of the safe. In terms of access to the safe, the power of attorney cannot have restrictions (e.g. excluding only certain things), so the Bank will reject such a power of attorney as invalid. Only the Client-User of the safe can personally authorize another person to dispose of the safe.
- 9.10. Every use of the safe, i.e. visit to the safe, is recorded with the signature of the user or authorized representative on the record card of the safe.
- 9.11. The Bank provides the necessary security for safe keeping and use, within the framework of the conditions for doing business with safes, but does not assume a separate guarantee. Since the Bank does not familiarize itself with the contents of the safe, apart from checking that they are not objects that cannot be stored in the safe, the Bank does not assume responsibility that the contents of the safe do not suffer from moisture, rust, etc.
- 9.12. When the Bank becomes aware of the death of the Client-User of the safe, it will only allow access to the safe on the basis of an act of the competent court or notary.

# 10. Standing Orders

- 10.1. Standing order is the service according to which the Client authorizes the Bank to perform on their behalf and for their account regular periodical (daily, weekly, monthly, quarterly...) payments in equal or different amounts in accordance with agreed payment conditions.
- 10.2. Direct debit (agreement with the known recipient) is the type of standing order based on which payments are made to the known recipient with whom the Bank has a concluded agreement.
- 10.3. Standard standing order (agreement with unknown recipient) is the type of standing order based on which the Bank carries out payments on behalf and for the account of the Client to unknown recipient, i.e. to any account specified by the Client.
- 10.4. Payment through a standard standing order can be made through a fixed amount or through automatic account clearing.
- 10.5. Standing order for collection of credit card obligations within the Bank: contractual relationship between the credit card owner and the Bank, according to which the Client authorizes the Bank to make regular monthly credit card payments on their behalf and for their account.

- 10.6. Standing order for loan installment payment order within the Bank: contractual relationship between the account owner (customer) and the Bank, according to which the Client authorizes the Bank to make regular monthly loan installment payments on their behalf and for their account.
- 10.7. The Bank carries out the Client's orders and instructions for payments and undertaking the obligations until available funds exist in the Client's account. The Bank will not be responsible for the overdue payment under these standing orders if the balance on Client's account is not sufficient and if the instructions are not clear and in other cases which are out of the Bank's control.
- 10.8. In case that there are no sufficient funds available at the Client's account for the execution of the standing order to another account within the Bank, the standing order will continue to be executed until it is collected. If the funds are transferred by the standing order to the account in another bank, the standing order will continue to be executed until it is collected and until the first following date for the execution of the standing order at latest. After that the standing order will be considered outstanding. As to the direct debit, the standing order is carried out only on a particular day defined by the Agreement with the Client.

#### 11. Electronic Services

**Direct channels** - means of remote communication that enable the use of banking and other financial and non-financial services using electronic means of communication, without the simultaneous physical presence of (end) users and employees of the Bank in the same place. They include a network of self-service devices (ATM, day-night vault, info kiosk and other types of devices that the Bank makes available to the user during the duration of the contractual relationship). Direct channels include internet and mobile banking services and other contracted direct channels, and offer information and/or the possibility of performing financial and non-financial transactions and contracting banking and non-banking products and services. The list, scope and method of using direct channels are specified in the contracts and/or user instructions for individual direct channels. The data that the Bank forwards to the user or the authorized person through direct channels are equivalent within the framework of the relationship between the Bank and the (end) user, as well as the paper printouts that the Bank delivers by mail and can replace them. At the customer's request, the Bank will certify the printout of this data on paper.

#### VIII CLOSING PROVISIONS

- 1. Any dispute arising out of or in connection with the relationship between the Bank and the Client will be tried to be resolved peacefully and in the spirit of good business practices and in case of a legal dispute, the court according to the seat of the Bank is competent.
- 2. The General Business Conditions shall enter into force on the day they are adopted by the Bank's Supervisory Board, and shall be applied after the fifteenth day from the date of their publication on the Bank's website.
- 3. Upon entry into force of the General Business Conditions, the General Business Conditions for Operations with Private Individuals of UniCredit Bank a.d. Banja Luka no. NO-133/22 dated 25.7.2022 become void.

Number: NO-151/24