
UNICREDIT BULBANK

TERMS AND CONDITIONS

FOR BANKS

December 2009

The present Terms and Conditions supersede the previous ones and are subject to amendment without prior notice

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FEE SCHEDULE

1 Accounts

| | | |
|--------|----------------------------|------------------------|
| 1.1. | Maintenance | EUR 50 |
| 1.2. | Reporting | |
| 1.2.1. | MT 950 statements | free |
| 1.2.2. | MT 940 statements | free |
| 1.2.3. | On-line banking | free |
| 1.3. | Cash Pooling | Subject to arrangement |
| 1.4. | Peg balance | Subject to arrangement |
| 1.5. | Cost per transaction (D/C) | EUR 0,4 |
| 1.6. | Credit Interest | Subject to arrangement |
| 1.7. | Debit Interest | Subject to arrangement |
| 1.8. | Balance Confirmation | EUR 50 |
| 1.9. | Audit Report | EUR 100 |
| 1.10. | Account closing | EUR 150 |

2 Payments

| | | |
|---|---|---------------------------------|
| 2.1. | Bank-to-bank transfers (MT20X) | |
| 2.1.1. | Book transfers | free |
| 2.1.2. | Interbank transfers | EUR 5 |
| 2.1.3. | Non-STP surcharge | EUR 10 |
| <u>Cut-off time</u> | | |
| <i>Book Transfers- 16:50 local time (15:50 CET)</i> | | |
| <i>Transfers processed through clearing systems- 16:00 local time (15:00 CET)</i> | | |
| <u>Value Date</u> – D+0 (if received within the cut-off time) | | |
| 2.2. | Customer transfers (MT103) | |
| 2.2.1. | Payments compliant with the Law on Payments Services and Payment Systems and Directive 2007/ 64/ EC | |
| 2.2.1.1. | ♦ In favour of beneficiary's account with UniCredit Bulbank | No charges for the sending bank |
| 2.2.1.2. | ♦ In favour of beneficiary's account with third banks in EU/ EEA | EUR 5 |

| | | |
|---|---|---|
| 2.2.2. | Payments Charging Option SHA/BEN | |
| 2.2.2.1. | ♦ In favour of beneficiary's account with UniCredit Bulbank | No charges for the sending bank |
| 2.2.2.2. | ♦ In favour of beneficiary's account with third banks <ul style="list-style-type: none"> ○ Up to EUR100 ○ Over EUR100 | EUR 5 0,25% min EUR 25 max EUR 250 |
| 2.2.3. | Payments charging option OUR <ul style="list-style-type: none"> ♦ Amounts up to EUR 2 000,00 ♦ Amounts EUR 2 000,01 – EUR 5 000,00 ♦ Amounts EUR 5 000,01 – EUR 10 000,00 ♦ Amounts EUR 10 000,01 – EUR 20 000,00 ♦ Amounts EUR 20 000,01 – EUR 50 000,00 ♦ Above EUR 50 000,01 | EUR 5 EUR 10 EUR 15 EUR 20 EUR 40 EUR 50 |
| 2.2.4. | Non-STP surcharge | EUR 10 |
| <u>Cut-off time</u> | | |
| <i>In favour of UniCredit Bulbank's clients – 17:00 local time (16:00 CET)</i> | | |
| <i>In favour of third banks' clients – 12:00 local time (11:00 CET)</i> | | |
| <u>Value Date:</u> (if received within the cut-off time) | | |
| ◇ <i>In favour of UniCredit Bulbank's clients D+0 (As of 1st of February 2010)</i> | | |
| ◇ <i>In favour of third banks' clients</i> | | |
| <i>Payments in BGN and EUR - D+1;</i> | | |
| <i>Payments in other currencies - D+2</i> | | |
| 2.3. | Investigations and Adjustments | |
| 2.3.1. | Amendment/ Cancellations | EUR 50 |
| 2.3.2. | Investigation for transactions effected: | |
| | ♦ less than 1 month ago | EUR 30 |
| | ♦ from 1 to 3 months ago | EUR 50 |
| | ♦ from 3 to 6 months ago | EUR 100 |
| 2.3.3. | Amendment of value date | EUR 100 + interest |
| 2.3.4. | Rejects and returns | EUR 30 |
| 2.3.5. | Inquiry | EUR 50 |

3 Documentary Operations

| | | |
|-------------|--|-------------------|
| 3.1. | Documents received for collection | |
| 3.1.1. | Documents against payment | 0,25%, min EUR 75 |
| 3.1.2. | Documents against acceptance | 0,3%, min EUR 75 |
| 3.1.3. | Documents free of payment | 0,2%, min EUR 75 |
| 3.1.4. | Amendment of collection instruction | EUR 75 |
| 3.1.5. | Return of unpaid documents | EUR 50 |
| 3.1.6. | Tracer | EUR 15 |

| | | |
|---------------|---|--|
| 3.2. | Documentary Letters of Credit | |
| 3.2.1. | Pre-advising | EUR 75 |
| 3.2.2. | Advising | 0,12%, min EUR 75 |
| 3.2.3. | Confirmation (per quarter or part thereof) | Subject to arrangement |
| 3.2.4. | Transfer of a letter of credit without commitment | 0,2%, min EUR 250 |
| 3.2.5. | Assignment of proceeds | |
| 3.2.5.1. | ♦ Advising of received notification for assignment of proceeds | EUR 75 |
| 3.2.5.2. | ♦ Issuance of a notification for assignment of proceeds | 0,2%, min EUR 250 |
| 3.2.6. | Amendment (excluding extension of validity of a confirmed L/C and amount increase) | EUR 75 |
| 3.2.7. | Handling and payment | 0,2%, min EUR 100 |
| 3.2.8. | Deferred payment or acceptance under a letter of credit | |
| 3.2.8.1 | ♦ Under Confirmed LC (per quarter) | Subject to arrangement |
| 3.2.8.2. | ♦ Under Unconfirmed LC (monitoring maturity) | 0,1% min EUR 100 max EUR 300 |
| 3.2.9. | Discrepant documents sent on approval basis | 0,15% min EUR 75 max EUR 300 |
| 3.2.10. | Cancellation prior to validity expiry | EUR 50 |
| 3.2.11. | Discrepancy fee | EUR 100 |
| 3.3. | Bank Guarantees | |
| 3.3.1. | Guarantees and standby letters of credit | |
| 3.3.1.1. | Pre-advising | EUR 75 |
| 3.3.1.2. | Advising without commitment | 0,12%, min EUR 75 |
| 3.3.1.3. | Amendment (excluding amount increase) | EUR 75 |
| 3.3.1.4. | Processing of a claim | EUR 50 |
| 3.3.1.5. | Confirmation/issuance of a guarantee secured by a counterguarantee (per quarter or part thereof) | |
| 3.3.1.5.1. | ♦ Issuance Commission | Standard text – EUR 150 Individual text – EUR 300 |
| 3.3.1.5.2. | ♦ Guarantee Commission (in addition to issuance commission) | Subject to arrangement |
| 3.4. | Others | |
| 3.4.1. | Communication charges (SWIFT) | EUR 20 |
| 3.4.2. | Urgent processing upon request | EUR 100 |
| Notes: | <p>1. The issuance/confirmation commission is collected upon issuance/confirmation of a bank guarantee for the whole period of validity.</p> <p>2. Upon increase of the amount of a bank guarantee, a commission as if on a new one is charged on the amount of the increase.</p> <p>3. An amendment fee is charged when the extension of validity of a bank guarantee is within the quarter for which a commission has already been collected. If the extension refers to another quarter or part thereof, the respective commission is charged as if on a new bank guarantee.</p> <p>4. Fees and commissions collected are not subject to refund.</p> | |

4 Cash Operations

| | |
|--|------------------------|
| | Subject to arrangement |
|--|------------------------|

5 Securities and Custody

| | |
|--|------------------------|
| | Subject to arrangement |
|--|------------------------|

6 Miscellaneous

| | | |
|------|---|------------------------|
| 6.1. | Information about customers in compliance with the Bulgarian legislation (taxable with VAT) | Subject to arrangement |
| 6.2. | Bank reference (taxable with VAT) | Subject to arrangement |

GENERAL REMARKS

7 General Remarks

§ 1. The fees and commissions stipulated in the present Terms and Conditions are valid unless otherwise arranged. Specific services not included are subject to additional arrangement.

§ 2. Fees and commissions related to products and services denominated in BGN and other FCY other than EUR are converted at the exchange rates quoted by the Bulgarian National Bank on the date of the transaction.

§ 3. In case of incoming payments option OUR, UniCredit Bulbank encourages the usage of field 71G applying fees and commissions stated in 2.2.3.

§ 4. UniCredit Bulbank reserves the right to claim additional third bank charges.

§ 5. UniCredit Bulbank reserves its right to apply separate price agreements regarding CAP.

§ 6. The Bank reserves the right to apply additional charges for specific instructions or requirements, leading to extra work, unusual complexity and/or liability.

§ 7. The Value Added Tax, where applied, is not incorporated in the respective items.

Appendix 1

STP Requirements for bank-to-bank transfers

| Status | Tag | Field Name | Content/Options | |
|--------|-----|---|-----------------|--|
| M | 20 | Transaction Reference Number | Must be used | |
| M | 21 | Related Reference | Must be used | |
| -----> | | | | |
| O | 13C | Time Indication | /8c/4!n1!x4!n | Should not be used |
| ----- | | | | |
| M | 32A | Value Date, Currency Code, Amount | 6!n3!a15d | Must be used |
| M/ O | 52a | Ordering Institution | A or D | For MT202 allowed. |
| O | 53a | Sender's Correspondent | A, B or D | If used for MT202, option A or option B with IBAN is required |
| O | 54a | Receiver's Correspondent | A, B or D | If used, option A is required |
| O | 56a | Intermediary | A or D | If used, option A is required |
| M/ O | 57a | Account With Institution | A, B or D | For MT202 allowed If used, option A is required For MT202 in BGN mandatory |
| M | 58a | Beneficiary Institution | A or D | Option A is required |
| O | 72 | Sender to Receiver Information | 6*35x | /BNF/, /INS/ will not cause an error code |

Appendix 2

STP Requirements for commercial transfers

| Status | Tag | Field Name | Content/Options | Comments |
|--------|-----|---|---------------------------------|--|
| M | 20 | Sender's Reference | 16x | |
| -----> | | | | |
| O | 13C | Time Indication | /8c/4!n1!x4!n | |
| ----- | | | | |
| M | 23B | Bank Operation Code | 4!c | |
| -----> | | | | |
| O | 23E | Instruction Code | 4!c[/30x] | |
| ----- | | | | |
| O | 26T | Transaction Type Code | 3!c | |
| M | 32A | Value Date/Currency/Interbank Settled Amount | 6!n3!a15d | |
| O | 33B | Currency/Instructed Amount | 3!a15d | |
| O | 36 | Exchange Rate | 12d | |
| M | 50a | Ordering Customer | A or K | Account must be in IBAN format |
| O | 51A | Sending Institution | [/1!a][[/34x] 4!a2!a2!c[3!c] | |
| O | 52a | Ordering Institution | A or D | |
| O | 53a | Sender's Correspondent | A, B or D | If used, Option A and Option B are possible. When option B is used, IBAN is required |
| O | 54a | Receiver's Correspondent | A, B or D | If used, Option A and Option B are possible. When option B is used, IBAN is required |
| O | 55a | Third Reimbursement Institution | A, B or D | |
| O | 56a | Intermediary Institution | A, C or D | |
| O | 57a | Account With Institution | A, B, C or D | |
| M | 59a | Beneficiary Customer | A or no letter option | Account must be in IBAN format |
| O | 70 | Remittance Information | 4*35x | |
| M | 71A | Details of Charges | 3!a | |
| -----> | | | | |
| O | 71F | Sender's Charges | 3!a15d | |
| ----- | | | | |
| O | 71G | Receiver's Charges | 3!a15d | |
| O | 72 | Sender to Receiver Information | 6*35x | /INS/ will not cause an error code or any other bilateral agreed code word |

Appendix 3

PSD Guidance

I. General Information

| | |
|---|--|
| 1. What is the PSD? | The PSD is the Payment Services Directive, which itself introduces new regulations for the banks and other institutions offering payment services in the European Union and the European Economic Area. It is intended to harmonize and change the way payments are made across Europe, making them easier, faster and more transparent for the customer. |
| 2. When will the PSD come into force and how will the PSD be transposed in Bulgaria? | The PSD is implemented in the local law, named Law on Payment Services and Payment Systems, effective as of 1 November 2009. From the same date, BNB's Ordinance No 3 will be applicable as supplement to the Law. Both documents are published on the official site of the Bulgarian National Bank – www.bnb.bg |
| 3. Which countries and currencies are within the scope of the PSD / Law on Payments Services and Payment Systems? | <p>The countries of the EU/European Economic Area are within the scope of the PSD, namely: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Germany, Estonia, Greece, Spain, Finland, France, Hungary, Ireland, Iceland, Italy, Lithuania, Liechtenstein, Luxembourg, Latvia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Sweden, Slovenia, Slovakia and United Kingdom.</p> <p>The local legal currencies in the countries mentioned above are within the scope of the PSD. Note: CHF is only considered within the scope of the PSD if the payment is to/from or within the countries listed above. Payments in CHF, to/from or within Switzerland are not within the scope of the PSD.</p> |
| 4. Which transactions fall within the scope of the PSD? | Transactions such as credit transfers, direct debits, money remittances, payments made with cards such as credit/debit cards and cash deposits and withdrawals to a payment accounts. |

II. Terms, definitions and conditions

1) “One- leg-out” payments

„One-leg- out” payments (either the ordering or the beneficiary bank is located in a non-PSD country) are not considered as subject to PSD.

Our payments system will validate the data of the MT103 payment instruction relating to the ordering institution (Field 52aOption A or sending bank) and the account with institution (Field 57a Option A) to ensure that both parties are domiciled in a PSD Country or Countries.

Please make sure that you always use Field 52a resp. Field 57a with Option A i.e. BIC Codes. If this is not the case, we will treat the payment as non PSD-compliant.

2) PSD Currencies

BGN, EUR or the other local currencies of EU/EEA member states

3) Principle of charging

The full amount of a payment transaction must be transferred from end-to-end without deduction by any Payment Service Provider involved in the payment chain.

| FEE CODE | IN FAVOR OF UniCredit Bulbank’s (UCB’s) CLIENT | IN FAVOR OF NON UniCredit Bulbank’s (UCB’s) CLIENT |
|----------|--|--|
| SHA | No charges for the sending bank | A processing fee will be claimed to the sending bank |
| OUR | Charges will be claimed to the sending bank as per UCB’s Terms and Conditions for Banks | The payment will be forwarded to the beneficiary bank with the original charge code “OUR” and all charges will be levied to the sending bank |
| BEN | UCB will execute such payments based on the understanding that PSD rules and principles are strictly applied by the sending or/and intermediary bank/s and there isn’t any difference between the face value of the payment and the originally instructed amount (no deductions by Originating or/and Intermediary banks). Any fees, if any, must not be passed to our bank by the ordering bank and/or intermediary bank. UCB will apply its charges in accordance with the terms and conditions agreed with the beneficiary. The client will receive the full amount and the charges will be debited separately. | We will not process such payments and will reject them and a rejection fee will be applied. |

4) Execution time & Value date

4.1. Payments in favor of our customers – if received within our cut-off time (COT), the payment will be processed on the value date and the value date for the Payee will be the same as the value date of the credit to UCB's NOSTRO account.*

If the provided information is not correct or conversion exists, UCB will try to meet the terms and conditions on a best effort basis.

| Value dating | Incoming PSD compliant payments - - No conversion | Incoming PSD compliant payments – Conversion | Incoming – non PSD compliant payments received from banks outside of the EU/EEU in BGN or foreign currency |
|---|---|--|--|
| In favor of UniCredit Bulbank's clients | D+0 | D+0 | D+0 |

4.2. Payments where UCB is acting as an intermediary bank - if received within our COT:

| Value dating | Incoming PSD compliant payments - No conversion | Incoming PSD compliant payments - Conversion | Incoming – non PSD compliant payments received from banks outside of the EU/EEU in BGN or foreign currency |
|-----------------------------------|---|--|--|
| In favor of a third bank's client | D+1 (EUR, BGN) D+2 (other currencies) | D+1 (EUR, BGN) D+2 (other currencies) | D+1 (EUR, BGN) D+2 (other currencies) |

Valid cut-off times are published in the Terms and conditions for banks of UniCredit Bulbank available at www.unicreditbulbank.bg

5) Contract/agreement to cover PSD payments

We do not require new contracts or agreements with the sending banks to cover PSD payments. All payments will be processed according to our Terms and conditions for banks and the Present Guidance, both available at www.unicreditbulbank.bg