

GENERAL TERMS AND CONDITIONS FOR OPENING, SERVICING AND CLOSING BANK ACCOUNTS OF INDIVIDUALS AND FOR PROVIDING PAYMENT SERVICES AND INSTRUMENTS

The present General Terms and Conditions for opening, servicing and closing bank accounts and cards of individuals and for providing payment services and instruments, hereinafter referred to as the General Terms and Conditions, settle the relations between **UNICREDIT BULBANK AD**, entered in the Commercial Companies Register, UIC 831919536, with registered seat and management address: 7 Sveta Nedelya Sq., electronic address: www.unicreditbulbank.bg, performing banking activity under the supervision of the Bulgarian National Bank, (hereinafter referred to as the bank), based on order ПД 22-2249/16.11.2009 of BNB and the clients – individuals in relation to the opening, keeping and closing of bank accounts (hereinafter also referred to as "accounts"), as well as with regard to the payment services and instruments, which the Bank provides to its clients in relation to operations with their accounts. The General Terms and Conditions are mandatory for the clients and they constitute an integral part of the agreements for bank accounts concluded between the Bank and its clients. The present General Terms and Conditions shall have the legal effect and consequences of a framework agreement by virtue of the Law on Payment Services and Payment Systems, they settle the requirements and the payment relations, subject of each agreement for opening and keeping the separate types of bank accounts.

SECTION I: BANK ACCOUNTS

CHAPTER I. GENERAL TERMS AND CONDITIONS FOR OPENING, KEEPING AND CLOSING BANK ACCOUNTS

I. OPENING OF A BANK ACCOUNT

1. The Bank opens and keeps bank accounts in local and foreign currency of individuals observing the provisions of Ordinance No.3 on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, the Law on Payment Services and Payment Systems, the Law on Credit Institutions and the present GTC.
2. The Bank concludes agreements for opening of the following types of accounts of individuals:
 - 2.1. Current accounts - for keeping cash payable at sight without notice from the clients to the Bank, as well as for performing payment operations;
 - 2.2. Saving accounts - for keeping cash intended for accumulation, payable without notice, upon preliminary agreed payment terms and conditions and in compliance with the terms and condition published by the Bank, pursuant to the Interest Rate Bulletin and the Tariff of the Bank.
 - 2.3. Deposit accounts - for keeping cash, payable on a specified date (maturity), or upon other agreed terms and conditions for payment.
 - 2.4. The Bank opens current and savings accounts of two or more Account Holders in BGN and foreign currency;
 - 2.5. The Bank allows opening of bank accounts in favour of third party individuals (including an infant/person placed under full judicial disability, acting through his/her legal representative/ guardian or an underage person/ person placed under partial judicial disability, acting with the guardian assistance of either parent/ a guardian) in observance of the specific provisions of the Family Code, the present GTC and the bank account agreement.
 - 2.6. The Bank may open also other types of accounts, besides the ones listed above, upon preliminary negotiation of the terms and conditions with the Account Holder.
3. Bank accounts may be opened:
 - 3.1. Personally by the Account Holder upon his/her presenting an identity card or
 - 3.2. through a proxy of the Account Holder, having a notary certified power of attorney, defining explicitly and exhaustively the type and scope of the activities, which the proxy is authorized to perform on behalf and on account of the Account Holder;
 - 3.3. specimen of the signatures of the persons, who will have rights of disposal with the account. The document is required upon first registration of individuals as clients of the Bank;
 - 3.4. The Bank may require, when necessary or at its own discretion, other documents, as well.
 - 3.5. After checking the provided documents, the Bank and the Account Holder shall conclude an individual Agreement for the respective account as per **item 2**;
 - 3.6. With regard to the opened account, the Bank shall provide the Account Holder with a customer card, containing the account number, the name of the Account Holder, Personal Registry Number – for the Bulgarian citizens, Personal Number of a foreigner - where such is available or date of birth – for the Account Holders - foreign citizens.
4. The Bank allows opening of bank accounts with zero account balance for standard products - current and savings accounts, as well as time deposits. To the latter the terms and conditions under item **44.1** from the present GTC shall be applied.
 - 4.1. Within a term of 30 (thirty) calendar days from the date of its opening, the respective bank account shall be replenished (cash on hand or on account) with an amount not less than the required by the Bank minimum balance for opening the respective type of account pursuant to the Interest Rate Bulletin of the Bank for individuals;
 - 4.2. In case the account has remained with a zero balance after expiry of the term indicated in **item 4.1.**, the Bank shall be entitled to terminate the Bank Account Agreement unilaterally and to close the account without being obliged to give any additional notice to the Account Holder with respect to this.
5. With the purpose of opening and keeping a bank account, an individual Agreement for the respective account shall be concluded between the Bank and the Account Holder, while these GTC shall be an implicit part of its content, unless otherwise foreseen in these GTC.

II. INTEREST RATES, FEES AND COMMISSIONS

6. The Bank shall pay to the Account Holder an interest on the funds available on the accounts in the amounts defined in the Interest Rate Bulletin, which the Bank applies to accounts in national and foreign currency, valid for the period of interest accrual.
 - 6.1. The interest shall be accrued daily, it shall be payable and paid by the Bank in the way specified in item 8 at the end of each period agreed in the agreement, depending on the type of the account, as well as upon closing the account;
 - 6.2. Interest shall be accrued starting from the date of replenishing the account with an amount not less than the required by the Bank minimum balance for opening the respective type of account pursuant to the Interest Rate Bulletin of the Bank;
 - 6.3. The funds available on the accounts shall accrue interest by annual interest rates defined and contained in the Interest Rate Bulletin valid for the period of accrual on a 360/360 basis, pursuant to which one month is considered to have 30 days and one year -360 days, unless otherwise agreed.
7. The funds available on the bank accounts, which are below the required minimum pursuant to the Bank's Interest Rate Bulletin, shall not accrue interest.
8. As per the choice of the Account Holder (as per the choice of the Account Holders under joint accounts, acting together or any of them alone on account of all the others, who are bound by the consequences from his/her actions, respectively), the interest paid by the Bank may be capitalized on the account or it

shall be transferred to another account with the Bank specified by him/her, which shall be explicitly specified by the Account Holder in the bank account agreement.

9. In case the currency of the account, on which the due and payable interest is transferred is in a different currency, the Bank shall convert the amount of the transferred interest applying the official buy/sell exchange rates of BNB for the respective currencies on the date of the operation.
10. The interest accrued on an account whose Account Holder is an infant/ a person placed under full judicial disability and/or an underage person/person placed under partial judicial disability, shall necessarily be capitalized on it.
11. The changes to the Interest Rate Bulletin and the Bank's Tariff for Individuals (hereinafter referred to as the Tariff), distributed at its teller's desks and/or on its website, shall have effect from the date of their entering into force for the accounts at sight (savings and current accounts); on the maturity date of the interest for the deposit accounts, of which the Account Holder is informed and gives his/her explicit consent.
12. The Account Holder (the Account Holders under a joint account, or the Depositor in the case of a children's savings account, respectively) shall be obliged to pay to the Bank within the terms and in the amounts, defined in its approved Tariff for Individuals, applicable as at the time of their collection, all fees, commissions and other charges of the Bank, arising in relation to the opening, keeping, servicing of the account, or closing, as well as for the operations performed under the account.
13. The Bank shall be entitled to collect automatically its due and payable receivables for opening, keeping, maintaining and closing an account, servicing of operations, as well as any amounts, which were not due and payable, but were paid in on the account in result of wrong instructions and/or technical errors, from the cash available on it or on any other account of the Account Holder (each of the Account Holders of a joint account, respectively) with it, for which by signing the Account Agreement the Account Holder (all Account Holders of a joint account, respectively) shall provide his/her explicit written consent in the Agreement.
14. In case the Account Holder has at his/her disposal an account in a currency other than the currency of his/her liability to the Bank, the latter shall collect its receivable from that account based on the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the date of the operation.
 - 14.1. The Bank shall reserve its right to debit the account automatically for payment of any additionally emerged charges of the foreign banks in relation to the execution of orders of an Account Holder, or a proxy, respectively.
 - 14.2. Provided that due to insufficient cash on the account, the Bank could not collect in full a fee or commissions due to it by the Account Holder, the Bank shall collect fully the remaining cash on the account.
 - 14.3. Should after the operations under the preceding item no cash be paid in on the account for two consecutive months so that the bank is unable to collect its due amounts, whereas that period has legal effect and consequences as of a notification, the Bank shall be entitled to terminate the Bank Account Agreement unilaterally and to close the account without being obliged to additionally inform the Account Holder/s thereof.

III. OPERATIONS ON ACCOUNTS

15. The Bank accepts, for consideration, to perform under the account, up to the amount of the available funds on it, all the usual bank operations performed by the Bank, or other operations agreed with the Bank in observance of the requirements stipulated in the effective legislation, the GTC and the concluded agreement for the respective account.
16. Under the bank accounts, cash on hand and on account transactions may be effected by order of third parties in observance of the requirements stipulated in the effective and applicable legislation as of the time of performing them.
17. The Account Holder may dispose personally with funds from the account upon presenting an identity document and a bank customer card, as well as through a representative, acting on the grounds of a presented original of a notary certified power of attorney, explicitly stating the type of the ordered transaction, certified as follows:
 - 17.1. by a Bulgarian notary public in the Republic of Bulgaria
 - 17.2. by a Bulgarian diplomatic or consular representative abroad;
 - 17.3. by a legally capable foreign notary public, provided with an Apostille, if certified in a country, signatory to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (published in the State Gazette, issue 45/2001);
 - 17.4. in accordance with an effective Agreement for legal assistance between the Republic of Bulgaria and the country, in which the power of attorney has been certified by a legally capable notary public;
 - 17.5. Pursuant to the Rules for the Legalizations, Certifications and Translations of Documents and other Books, provided it has been certified in a country other than the countries listed in items 17.3. and 17.4.
18. Spending of funds from the accounts may be performed by order of the Account Holder, or his/her proxy, respectively, in every branch of the Bank only if there is financial coverage for the amount of the transaction and the charges, due and payable for performing it, established in accordance with the Bank's Tariff, applicable as of the date of performing the transaction, whereas applying the respective templates for payment documents and upon submitting any other documents required by the effective legislation and/or the internal regulations of the Bank.
 - 18.1. The Bank may require, when necessary or at its own discretion, other documents, as well.
19. Cash transfers from/ on bank accounts shall be performed in accordance with the effective legislation whereas applying the present GTC - Chapter III. Payment services and instruments.
20. The exchange rates applied by the Bank in performing the payment operations shall be currency exchange rates "buy"/"sell", "cash on hand"/"on account", respectively, on the day of performing the payment operation, publicized in the branches of the Bank, published on its website or made available in the electronic banking channels.
21. The Account Holder, or his/her proxy, respectively, shall be obliged to immediately inform the Bank in writing upon occurrence of any circumstances that are significant for his/her identification as an Account Holder/Proxy and/or for keeping the account (changes to the address and identity cards, revocation of a power of attorney, death of authorized persons, etc.), as well as upon losing, theft or destruction of an identity card, a power of attorney, a customer card.
22. The Bank shall not be liable for any suffered damages or missed benefits resulting from payments, arising prior to a written notification for occurred changes or circumstances under **item 21**, including in the cases where it has executed an order, given by a person, having presented for this purpose regular at first sight, but in reality inauthentic documents (with false content and/or inauthentic) and having certified his/her rights of disposal under the account, including by presenting a regular at first sight power of attorney, in the cases when the representative power of this person was discontinued before the Bank was informed in writing about the discontinuation of the powers of this person.
23. The Bank shall effect from the account of the Account Holder each entered with it order for cash on hand and/or on account payment, which is admissible as per the effective legislation, the applicable rules for payment and the Terms and Conditions, under which the account is kept.
 - 23.1. Subject to execution shall be such an order that is entered with the Bank, which has all the documents required for executing it attached to it, and which has been prepared in compliance with all the standard provisions, has been signed by a person/s who has rights of disposal with regard to the account, whose signature/s laid outside the Bank correspond(s) to that (those) laid before an employee of the Bank or to the specimen of the signature/s, submitted in a notary certified form;

- 23.2. The effected payment orders, which were entered with the Bank in accordance with the requirements set in the preceding item are the necessary and sufficient valid reason for the ordered transactions to be performed upon due diligence on the part of the Bank, whereas the consequences from performing the operations shall be at the expense of the Account Holder;
- 23.3. The Bank shall not be held responsible in case it has performed in good faith, pursuant to the provisions of item 23.1., an operation under the account of the Account Holder, ordered to it in writing by a person/s, whose signature/s on the order, laid outside the Bank correspond/s to the form of the specimen of the signature/s of the persons with rights of disposal with regard to the account and which person/s on the grounds of unambiguous circumstances appear/s to be entitled to dispose with the cash available on it. The risk and consequences from the execution of regular at first sight orders, which afterwards are found to be counterfeit, shall remain at the expense of the Account Holder of the account;
- 23.4. In accordance with the requirements and the provisions of the Law on Payment Services and Payment Systems and Ordinance No 3 of BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, the Bank is entitled to collect automatically, through correcting transfer or by posting as non due and payable the amounts entered to accounts of its Customers from their cash available under them or from their cash available under any other of their accounts with it and to debit the amounts, being ordered for transfer, but not collected, for which the Account Holder shall provide his/her explicit written consent by signing the Account Agreement.
- 23.5. Upon receipt of a charging order from legally authorized entities against current accounts in BGN and foreign currency of individuals, the order shall be executed pursuant to the provisions of the effective legislation.
24. The Bank shall not be held responsible for restricted funds and/or operations on the part of another Bank, acting as a participant in the payment process, during the execution of payments by order /in favour of natural and legal persons and countries, which are subject to restrictions and/or penalties.
25. For each unauthorized or inaccurately performed payment order, the Account Holder shall be obliged within reasonable time to inform immediately the Bank for the respective circumstance within a period of 1 month from the date of receiving the information, but not later than 13 months from the date of debiting the account of the Account Holder.
26. In case of unauthorized or inaccurately performed operation, the Bank shall be obliged to establish the authenticity of the payment operation, its exact registration and booking, as well as that the operation has not been affected by a technical failure or some other deficiency.
27. In case the guilt of the Bank is ascertained, the Bank shall be obliged to reimburse the amount of the payment operation immediately after closing the procedure for verification of the accuracy of the payment operation.
28. Any losses shall be borne by the client, regardless of the amount, should they result from unauthorized or inaccurately performed payment operation as a result from fraud or non-fulfillment of the client's obligations in using the respective payment service or due to gross negligence, or upon any misuse assisted by the client.

IV. INFORMATION AND FINANCIAL REPORTING ON THE BANK ACCOUNT

29. For ensuring the accurate execution of the payment order for performing the payment services, the client shall be obliged to fill out precisely, accurately and completely the payment documents with all requisites required for the correct performance of the ordered operation, including the international bank identification code of the bank (BIC) and the international number of the bank account (IBAN), or any other unique identification number of the recipient's account.
30. The Bank shall provide to the client in the form of a statement of his/her account, information about all installments, payments and the available balance on the account within the terms, scope and in accordance with all requisites pursuant to the Law on Payment Services and Payment Systems and Ordinance No. 3 of BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, the provisions of the present GTC and the applicable as of the date of the statement Tariff and Interest Bulletin. The statements shall be provided upon request by the Account Holder, or his/her proxy, respectively, in the branches of the Bank.
31. Information for an ordered available money transfer shall be provided at the teller's desks of the Bank, where the transfer is performed, only at the request of the client.
32. Information for received available money transfers shall be provided at the teller's desks of the Bank upon request by the recipient under the payment service, as well as through the website of the Bank and its electronic channels.
33. The fact that within a period of one month the client has not requested the information, indicated in **item 30**, **item 31** and **item 32**, as per the aforementioned procedure, shall be considered a confirmation that he/she is aware of it, informed about it, accepts it and is committed with the results from the data contained in that information, which releases the Bank from any obligations and responsibilities as regards the delivery of the information and the performance of the operation, to which it refers.
34. The client shall be obliged to follow and to obtain information in the branches of the Bank, the website and through the channels of the Bank for electronic banking, where the Bank shall fulfill its obligations to provide the information required by virtue of the legislation and to maintain updated, as of the respective time, complete and detailed data for the content of the effective and applicable: Interest Rate Bulletins, Tariffs for fees and commissions, currency exchange rates, the content of the present General Terms and Conditions and of the products offered by the Bank for the respective bank accounts, on which payment services may be performed.
35. The client shall be obliged to keep himself/herself informed for any changes to the present General Terms and Conditions, the Tariff of the Bank, the Interest Rate Bulletin of the Bank, the interest rate terms and conditions, the fees and commissions, information about which is made available in the branches, the website and the electronic channels of the Bank and he/she may not refer to unawareness of the effective as of any time conditions of the Bank, listed in detail above, by which the client shall be bound and which represent a commitment for him/her from the date on which they are publicized in the branches of the bank, on the website and through its electronic channels.
36. The Bank shall be entitled to automatically restrict the account of an Account Holder with it, to the amount and until the term of collection through direct debiting the non-due or payable amounts received on the account upon and resulting from unauthorized by the drawer transfer due to an error and/or online computer fraud.
- 36.1. For exercising the aforementioned right, the Bank shall automatically restrict the account of the Account Holder (unauthorized recipient) and shall collect from it through direct debiting the non-due and payable amounts received on the account in result of errors or fraud, and it shall reimburse the funds to the aggrieved payer.
- 36.2. By signing the agreement for keeping its account with the Bank, the Account Holder shall accept the present General Terms and Conditions and by virtue of these, he/she shall provide his/her explicit consent and shall authorize the Bank to restrict and charge his/her account to the amount of the non-due and payable amounts received in result of an error and /or computer fraud, whereas it shall collect them until their full reimbursement to the affected customer from the available on the account and/or future proceeds upon already fully or partially utilized funds.

V. CLOSING

37. The bank account shall be closed:
- 37.1. upon request by the Account Holder, or his/her proxy, respectively, in any branch of the Bank;
 - 37.2. unilaterally, automatically and without notification by the Bank upon maintaining zero balances on the accounts for a period of 30 calendar days, or accounts without proceeds for covering the charges due and payable to the Bank, respectively, as per its Tariff for a period of 2 months;
 - 37.3. automatically by the Bank after the expiry of a 30-day written notice for this purpose, sent to the Account Holder, whereas transferring the available cash to an account specified by the client;
 - 37.4. upon death of the Account Holder in observance of the terms and conditions set forth in **item 38** below;
 - 37.5. based on other statutory or contractually established grounds.
38. The Bank shall be notified in writing upon death of an Account Holder. The notification may be made by any person and it shall be accompanied by the Death Certificate. The account shall be closed, whereby the funds accumulated on it shall be paid to the persons, who have established their identity as the heirs of the Account Holder, in observance of the provisions of the effective legislation of the Republic of Bulgaria. After paying of the amounts from the account to the heirs of the deceased Account Holder, the account shall be closed.
- 38.1. Announced will- according to the terms and conditions of the testamentary disposition. Any disputes between heirs regarding amounts on the account shall not be raised to the Bank but they shall be resolved as per the established statutory procedure. The Bank shall not be held responsible for any payments effected as per the statutory procedures, until the day of receipt of a written notification for the death of the Account Holder. Upon these assumptions, the disputing heirs may attach the account only by submitting to the Bank a distraint order from the competent court authority.
 - 38.2. The Bank may set additional conditions before allowing disposal with the accounts of the deceased Account Holder.

CHAPTER II. TYPES OF BANK ACCOUNTS

VI. CURRENT ACCOUNTS:

The Bank shall open standard, joint and charity current accounts, which are opened, kept and closed pursuant to the present General Terms and Conditions and specific agreement for a respective account.

39. Charity Current Accounts:
- 39.1. Fund-raising accounts with contributions by third parties - donors, where the Account Holder shall use the deposited funds under certain terms and conditions, specified in the account agreement;
 - 39.2. The Account Holder may dispose with the funds accumulated on the current account only and exclusively for the purpose of its opening, as well as upon fulfillment of the conditions explicitly stated in the account agreement and provided the required documents are submitted.

VII. SAVINGS ACCOUNTS

40. Children's savings account
- 40.1. The terms used below shall have the following meaning:
 - 40.1.1. an infant - a physical person up to 14 years of age;
 - 40.1.2. an underage person - a physical person from 14 to 18 years of age;
 - 40.1.3. a legal representative – either of the parents of an infant that has not been placed under guardianship; the guardian of an infant, in case he/she is placed under guardianship;
 - 40.1.4. a parent – a birth parent or an adoptive parent of a infant/underage person.
 - 40.2. A children's savings account may be opened in the name of any infant or underage child:
 - 40.2.1. By any third party - Depositor, including by either parent, a guardian or a trustee, respectively, on their behalf, in favor of the infant or underage person. A children's savings account shall be opened personally by the Depositor, upon presenting an identity card;
 - 40.2.2. By any legal representative of the infant – on behalf of the infant;
 - 40.2.3. By an underage person upon presenting a personal identity card, with the approval of one of the parents, or his/her guardian, respectively;
 - 40.3. For the purposes of opening a children's savings account in favor of an infant/underage person, the Depositor/s shall submit a filled out Application for opening a children's savings account as per a template of the Bank.
 - 40.4. All rights arising from the Agreement for keeping of a children's savings account shall arise directly for the infant/underage person.
 - 40.5. Spending operations (cash on hand or on account) under the savings account, opened on behalf or in favor of an infant/a person placed under full judicial disability, acting though his/her legal representative of an under age person/ a person placed under partial judicial disability, acting with the guardian assistance of either parent/ a guardian shall be performed in observance of the established legal requirements for that purpose, with a permission from the District Court at the place of residence of the infant/ underage person, submitted to the Bank in the original, as follows:
 - 40.5.1. provided the Account Holder is an infant person and he/she is not placed under guardianship – by either of his/her parents;
 - 40.5.2. provided the Account Holder is an infant and he/she is placed under guardianship – by his/her guardian;
 - 40.5.3. provided the Account Holder is an under- age person and he/she is not placed under guardianship – by the underage Account Holder in the presence and with the approval of one of the parents for the performance of each spending operation or only personally by the underage Depositor, in case the parent has preliminarily provided his/her consent thereof;
 - 40.5.4. provided the Account Holder is an underage person and is placed under guardianship – by the underage Account Holder in the presence and with the approval of the guardian for performing of every spending operation or only personally by the underage Depositor, in case the guardian has preliminarily provided his/her consent thereof.
 - 40.6. The Account Holder or his/her legal representatives or guardians, respectively, shall be obliged to pay to the Bank, pursuant to its approved Tariff for Individuals, applicable as of the time of their collection, due and payable fees and commissions and any other charges, arising from the operations performed by him/her under the account, including upon its closing.
41. Conditional savings account - the account is opened in favour of a third party, including an infant or an underage person, where the Depositor and the Bank agree for the Account Holder to acquire by virtue of and under the terms and conditions of a signed Agreement all rights against the Bank for the amount of the funds on the savings account upon fulfillment of the following condition/s:
- 41.1. Operations under the savings account shall be performed only by the Account Holder in fulfilling the conditions specified in the agreement, within the agreed term, which shall be certified by the submitting of the documents specified in the agreement, after his/her complete identification (complete identification of his/her legal representatives or guardians, or proxies, respectively) by the Bank in observance of the effective regulatory requirements

and in compliance with the present General Terms and Conditions, the Interest Rate Bulletin of the Bank, the Tariff for Individuals in their latest edited version as of any time during the term of validity of the Agreement;

- 41.1.1. Operations of disposal under the deposit, opened in favor of an infant or a person placed under full judicial disability, may be performed on behalf of the Account Holder – an infant /a person placed under full judicial disability, through the actions of any of his/her legal representatives, in observance of the provisions of the Family Code;
 - 41.1.2. Operations of disposal under the deposit, opened in favor of an underage person/ a person placed under partial judicial disability, may be performed in observance of the provisions of the Family Code, by the Account Holder – an underage person/a person placed under partial judicial disability, with the consent of either parent/ a guardian for every single case of disposal or only by the Account Holder, in case the parent/ guardian has provided his/her consent for this, pursuant to the Terms and Conditions for keeping the account.
42. Savings Account "Multifactor Deposit"
- 42.1. Savings Account "Multifactor Deposit" (MD) may be opened in favour of more than one Account Holder - Joint Savings Account "Multifactor Deposit", as well as in favour of an infant/ an underage person, which shall be kept in compliance with the regulatory provisions for such kind of accounts, as well as pursuant to the provisions of the present GTC.
 - 42.2. Where the Account Holder has effected more than 2 (two) operations of disposal in one month, the Bank shall apply to the funds on the account, for the whole month, an interest rate that is equal to the rate for the standard savings account as per the effective Interest Rate Bulletin of the Bank for Individuals;
 - 42.3. In case during the current calendar year the Account Holder (the Account Holders under a joint MD respectively) wishes to change the way of payment of the interest (to be capitalized on the account or to be transferred to another account with the Bank) a new agreement for Multifactor Deposit shall be concluded between him/her and the Bank, whereby the change shall become effective from the first day of the calendar month, following the month of signing of the agreement.
43. "AT A BARGAIN" Savings Deposit
- 43.1. "AT A BARGAIN" Savings Deposit may be opened in favour of more than one Account Holder - Joint "AT A BARGAIN" Savings Deposit, which shall be kept pursuant to the provisions of the GTC regarding joint accounts.
 - 43.2. In case during the current calendar year the Account Holder (the Account Holders under an "AT A BARGAIN" Savings Deposit) wishes to change the way of payment of the interest (to be capitalized on the account or to be transferred to another account with the Bank) a new agreement for "AT A BARGAIN" Savings Deposit shall be concluded between him/her and the Bank, whereby the change shall become effective from the first day of the calendar month, following the month of signing of the agreement.

VIII. DEPOSIT ACCOUNTS

44. General Terms and Conditions for time deposits. The General Terms and Conditions shall be applicable to all deposit accounts unless the agreement for the respective type of account and/or the present GTC explicitly state otherwise.
- 44.1. The Bank shall allow opening of standard deposit accounts with zero balance only for deposits with a term of 1 (one) month.
 - 44.1.1. An Account Holder, or his/her respective proxy respectively, who has opened a one-month standard time deposit with zero balance, shall be entitled on the maturity date to renegotiate the deposit for a term other than 1 (one) month, where in such a case, he/she shall be obliged to replenish the deposit account with the required minimum balance according to the Interest Rate Bulletin of the Bank.
 - 44.1.2. The first payment of interest under monthly deposits, which are initially opened with a zero balance, shall be calculated on a first interest group basis as per the Interest Rate Bulletin regardless of the amount of the received funds. On the maturity date, for the new deposit term, provided there is no renegotiation of the term, the interest rate shall correspond to the interest group in accordance with the amount of the deposit.
 - 44.2. The accrual of interests under the deposit accounts shall start from the date of their replenishment with the deposit amount.
 - 44.3. The cash available on the deposit account shall accrue interest after the expiry of the deposit term at annual interest rates, defined and included in the Interest Rate Bulletin of the Bank valid as of the date of signing the account agreement.
 - 44.4. On the maturity date, upon each renewal of the deposit term, the Bank shall add to the amount on the deposit account the interest accrued until that time or it shall transfer it to another account, pursuant to the instructions given by the Account Holder in the Deposit Account Agreement.
 - 44.5. In case the maturity date is a non-business day for the Bank, the due and payable interest shall be accrued on the first business day thereafter.
 - 44.6. On the maturity date of the deposit, upon prolongation of its effect, the Bank shall be entitled to set a new interest rate, applicable from the date of renewal of the deposit and indicated in the respective up-to-date Interest Rate Bulletin.
 - 44.7. Where on the maturity date or before that, the Account Holder has not requested termination of the deposit, either personally or through a proxy, its effect shall be renewed automatically for the same term as that agreed in the Deposit Account Agreement applying the effective current interest and the other terms and conditions of the Bank, information about which the Account Holder can obtain in the Bank's premises where such information is displayed in a visible place, or on the website of the Bank.
 - 44.8. On the deposit account, the Bank shall accept on account transfers and paying in cash on hand prior to the maturity date of the deposit, while the maturity date shall not be changed and this shall not be considered a breach of the terms and conditions of the deposit. Upon additional paying in of funds during the deposit term, the additionally paid-in amount shall accrue interest until the maturity date at an interest rate equal to the one that is determined for the respective time deposit. In case the deposit passes into another interest rate group in result of the additional paying in, from the date of the additional paying in the Bank shall apply the interest rate applicable to this interest group in accordance with its Interest Rate Bulletin, valid as of the time of opening/ last review of the deposit.
 - 44.9. The Account Holder may dispose with the deposit funds on the maturity date.
 - 44.10. In case the maturity date is a non-business day for the Bank, the Account Holder may operate with the deposit funds on the first business day thereafter, without considering this a breach of the terms and conditions of the deposit.
 - 44.11. Upon withdrawal of a portion of the deposited funds on the maturity date, in result of which the deposit passes into another interest rate group, from the maturity date the Bank shall start applying the interest rate applicable to this interest group according to its Interest Rate Bulletin for individuals, applicable in the respective period of interest accrual.
 - 44.12. In case an operation of disposal is performed with the deposit or a portion of it before expiry of the deposit term, for the days from the replenishment of the deposit account, or last prolongation of the effect of the Deposit Agreement, respectively, until the date of breach of the deposit terms and conditions, the Bank shall accrue and pay interest pursuant to interest rates, determined for the standard current accounts in the respective currency, established in terms of amount under the Interest Bulletin of the Bank, effective as of the date of breach the deposit.
 - 44.13. Should the deposit be breached by way of withdrawing a portion of the deposited funds, a new deposit shall be formed with the remaining portion and a new agreement shall be concluded, where:
 - 44.13.1. the account of the deposit shall be kept provided the term of the deposit is not changed;

- 44.13.2. a new account shall be opened upon change to the term of the deposit and provided this condition is explicitly stated in the Deposit Agreement.
- 44.14. Should a deposit be breached, the Bank shall collect commissions and fees pursuant to the Tariff of the Bank for individuals.
- 44.15. Upon closing the deposit on the maturity date, the Bank shall not collect any cash commission for withdrawal.
- 44.16. The Bank shall open deposit accounts in favour of third party individuals (including infants and underage persons) in compliance with the specific statutory requirements, the present General Terms and Conditions and the agreement for a bank account.
45. Flexy Deposit
- 45.1. During the term of validity of the Flexy Deposit Agreement, the Account Holder and/or his/her proxy shall be entitled to order operations of spending of funds (cash on hand or on account), the number of which is determined depending on the term of the concluded Flexy Deposit Agreement whereas the deposit shall not be considered breached. The defined number of operations of spending of funds for the different terms of Flexy deposits are pursuant to the Interest Rate Bulletin of the Bank for individuals.
46. Extra Deposit
- 46.1. Opened with a term of one month.
- 46.2. Upon prolongation of the term of the deposit, after expiry of every 3 (third), every 6 (sixth), and every 12 (twelfth) month under deposit EXTRA, the Bank shall accrue an additional interest rate as per the Interest Rate Bulletin for individuals for the respective expired period, valid as of the date of booking. After the expiry of the 12th month, the interest accrual schedule shall be repeated anew.
- 46.3. Paying in and spending of funds under Extra deposits shall not be performed except for the cases of replenishment of the deposit account and withdrawal upon closing the deposit. Any change to the amount shall be considered a breach of the deposit, in result of which the counting of the months and the accrual of the applicable interest to it shall start anew.
47. Deposit "Increase by 25%" - opened in case the amount accumulated on an existing standard deposit is increased by minimum 25% as of the date of concluding an Agreement for a deposit "Increase by 25%". The amount under the deposit shall accrue interest on the maturity date at an annual interest rate, estimated as the sum total of the annual interest rate, applicable to the standard deposit as of the date of its opening/last renewal of its term, whose amount is defined in the Interest Rate Bulletin, plus a margin of 0.25 percentage points.
48. Nine And a Half Weeks deposit - opened for a term of 66 days, where the interest is paid on the 67th day.
- 48.1. The interest rate basis for calculating the interest under Nine and a Half Weeks deposit shall be Actual Number of Days/ Actual Number of Days, where the interest rate for one day is 1/365 of the annual interest rate or respectively 1/366 in a leap year.
- 48.2. Upon a breach of Nine and a Half Weeks deposit, the Bank shall close the account of the depositor. Should the depositor perform a partial withdrawal/ transfer, a new account for Nine and a Half Weeks deposit shall be opened with the remaining amounts, provided the depositor wishes to use this product, and a new agreement shall be signed.
- 48.3. The deposit shall not be renewed automatically. Provided that on the maturity date or before that the Account Holder, in person or through a proxy, has not requested termination of the Nine and a Half Weeks deposit, the Bank shall automatically transfer the principal of the deposit plus the total accrued interest onto another account of the Account Holder, which is explicitly stated in the Agreement.
- 48.4. The account under item 48.3. is a standard deposit account with a term of one month, which is either an existing account of the Depositor in the same bank branch, or a new account shall be opened on the date of signing an agreement for Nine and a Half Weeks deposit and it shall be kept, shall accrue interest and be closed as per the present General Terms and Conditions and the Interest Rate Bulletin of the Bank for this type of accounts.
- 48.5. The currency in which the Nine and a Half Weeks deposit is opened and kept and the currency of the one-month time deposit shall coincide.
49. Growing Interest deposit - three-month time deposit, consecutively undergoing 4 (four) interest rate periods with duration of 3 (three) months each, and with principal maturing every 3 months. The bank applies a specific growing interest rate for each month during the four consecutive periods of the deposit. Interest is accrued each month and it is paid at any time after capitalization on the account, including also for the preceding interest rate periods.
- 49.1. The Bank shall prolong automatically the term of the deposit for a next 3-month period upon the valid as of the time of the prolongation interest and other terms and conditions of the Bank, about which the Depositor can get information, which is available and accessible in the Bank's offices/electronic banking channels.
- 49.2. After the end of the last, i.e. fourth quarterly interest rate period and provided that the Depositor does not dispose with the deposit funds, the Bank shall prolong automatically its effect for new 4 (four) interest rate periods with interest accrual starting from the first month of the first quarterly period as per the product's schedule, at interest rates in accordance with the Interest Rate Bulletin effective as of the time of the prolongation.
- 49.3. The new interest rate shall become effective for all valid deposits after the maturity date of the interest for the respective current month for the next periods of interest accrual of the deposit.
- 49.4. The Bank shall allow accepting on account transfers and paying in of cash on hand on a Growing Interest deposit account during the first three interest rate periods of the term of validity of the deposit, whereby this shall not change the maturity date under the following terms and conditions:
- 49.4.1. Upon additional paying in/ transferring of funds on the deposit, the additionally paid-in amount shall accrue interest until the end of the respective current month with an interest rate, equal to the applicable interest rate at the time of the paying in/transfer for a Growing Interest Deposit for the particular month, determined in the Interest Rate Bulletin of the Bank for individuals.
- 49.4.2. The sum total of the additionally paid-in funds under a Growing Interest deposit within a period of one month shall not exceed the amount determined by the Bank, which is indicated in the Interest Rate Bulletin of the Bank for individuals.
- 49.4.3. In case within a period of one month the amount of the additionally received funds on the deposit exceeds the set maximum amount, the Bank shall book the excess amount, above the permissible amount, on a savings account, existing or opened automatically, in the name of the Depositor, for which the latter provides consent with the signing of the Growing Interest Deposit Agreement.
- 49.4.4. The savings account under item 49.4.3. shall be opened, kept and closed by the Bank in compliance with interest and other terms and conditions, valid as of the date of the opening pursuant to the effective Interest Rate Bulletin for Individuals and the Tariff of the Bank.
- 49.4.5. Additional paying in/ transferring of additional funds shall not be allowed during any of the 3 (three) months within the 4th, i.e. last period of interest accrual as per the product's schedule.
- 49.4.6. The savings account under item 49.4.3. shall be opened and kept by the Bank in the currency of the Growing Interest deposit.
- 49.5. The Growing Interest deposit shall be considered breached in case the Depositor disposes with deposit funds prior to the maturity date, with the exception of the cases regarding the utilization of the accrued and capitalized interest under the deposit, including such from the preceding interest rate periods.
- 49.6. In the cases of performing operations of disposal with amounts from the deposit principal or a portion of it prior to the maturity date, the Bank shall:
- 49.6.1. pay the accrued interest on the deposited funds at an interest rate in accordance with the concluded agreement for a Growing Interest deposit, for every expired full 30 (thirty) - day period from the date of its opening/ last maturity/ payment of interest/ renegotiation of the deposit.
- 49.6.2. shall not pay any interest in case the breach of the deposit occurred during a period less than 30 days from the date of its opening/ last maturity/ payment of interest/ renegotiating of the deposit.

- 49.7. Upon partial withdrawal of funds from the deposit prior to the maturity date, for the remaining portion of the amount the Depositor shall be entitled to conclude a new agreement for a Growing Interest deposit with interest accrual starting from the product's first period of interest accrual and an interest rate, applicable as of the date of concluding the new agreement.
- 49.8. Upon disposal with funds from the deposit in result of which the residual amount gets below the minimum required amount for a Growing Interest deposit according to the Interest Rate Bulletin of the Bank, the account shall be closed and the remaining portion of the amount shall be restructured into a one-month standard time deposit.
50. Rocada Deposit
- 50.1. Rocada deposit is a time deposit with a term of 3, 6 or 12 months. The deposit term shall be determined by the Depositor and it shall be defined in the Deposit Agreement.
- 50.2. The interest that is due and payable to the Customer shall be paid in advance for the period of the Agreement on the date of depositing the amounts with the Bank and concluding the Deposit Agreement, whereas the interest shall be paid in the way specified in the Deposit Agreement.
- 50.2.1. Upon opening a Rocada deposit cash on hand where the selected option is for advance payment of the due and payable interest again at cash on hand, the Depositor may deposit in cash the amount of the principal, reduced by the amount of the due and payable advance interest.
- 50.3. The Bank shall not prolong automatically the term of validity of the Rocada deposit for a new period after the expiry of the deposit term.
- 50.4. On the maturity date or upon closing the Rocada deposit ahead of schedule the Bank shall automatically transfer the principal of the deposit to an account (current, savings, package account), indicated by the Customer in the Agreement, from which account the Depositor may use amounts or renegotiate the funds under a new Rocada deposit for a new period.
- 50.5. In case of renegotiation of the deposit for a new term, a new agreement shall be concluded for Rocada deposit and the old one shall be closed. On the date of opening/renegotiating the amounts on the Rocada deposit, the Depositor may increase the amount of the new deposit by adding additional funds (cash on hand or on account) or change the term of the deposit.
- 50.6. The Bank allows the payment of the principal and the advance interest to be made on one account of the Customer with it. It is possible, as well, the account on which the principal is to be transferred after the expiry of the deposit term to differ from the account, on which the Bank pays the advance interest to the Customer.
- 50.7. The accounts on which the principal and the interest are to be transferred may be also in a currency other than the currency of the Rocada deposit as the amounts shall be converted pursuant to the provisions of **item 9** of the present General Terms and Conditions.
- 50.8. The Bank shall not allow accepting on account transfers, domestic or cross-border, as well as cash on hand paying in on the Rocada Deposit during the term of validity of the deposit. If such operation is performed, the Bank shall consider the Deposit Agreement breached.
- 50.9. Should the deposit be breached, the Bank shall book the amounts from the deposit on the account indicated in the deposit agreement while deducting automatically from the amount of the principal the due amount of the fee for a breach of the deposit, which is calculated as a percentage from the amount of the principal of the deposit indicated in the agreement.
- 50.10. In calculating the penalty fee, the number of days from the beginning of the opening or the number of the remaining days until the maturity of the Rocada Deposit are not to be taken into account. The old Rocada Deposit Agreement shall be terminated.
- 50.11. The Bank shall offer to the Depositor, in case of need of using funds from the deposit during its term and with the purpose of not violating the terms and conditions under the agreement, to use a loan against securing the amounts of the deposit.
51. Deposit "Fan" - with a term of 3 or 4 months.
- 51.1. 3-month time deposit "Fan":
- 51.1.1. Term – 90 days, with two interest periods of 45 days each, with specific interest rates for each respective period pursuant to the Interest Rate Bulletin of the Bank;
- 51.1.2. Maturity of the interest – on the 90th day from the date of opening the deposit.
- 51.2. 4-month time deposit "Fan":
- 51.2.1. Term – 120 days, with two consecutive interest rate periods – the first one is of 90 days, and the second one is of 30 days, with specific interest rates for each respective period pursuant to the Interest Rate Bulletin of the Bank;
- 51.2.2. Maturity of the interest – on the 120th day from the date of opening the deposit.
- 51.3. The Bank allows opening of time deposit accounts in favour of third party individuals (including infant and underage persons) in observance of the specific statutory requirements, the present GTC and the Deposit Account Agreement.
52. With regard to each special deposit pursuant to the Interest Rate Bulletin of the Bank that is originally agreed with a provision for automatic renewal upon each next maturity, or in fact renewed automatically, after the expiry of the originally agreed term, the Bank shall reserve its right to restructure the deposit into a standard time deposit with identical term when the technical maintenance of the special deposit becomes impossible or when the bank adopts a decision for terminating the offering of this special deposit product.

IX. JOINT ACCOUNTS

53. The Bank allows opening of joint accounts of two or more account holders - individuals, upon submitting a filled out and signed by all of the account holders Application for opening of a joint account as per a template of the Bank.
54. All of the account holders of a joint account shall be obligated to the Bank under the conditions of passive solidarity for repayment of the due fees and commissions for opening, servicing and closing the account, as well as for performing operations on the account, determined in its Tariff.
55. On the joint account there may be received amounts in cash, cash on hand or on account, either in the name of all of the account holders, or in the name of any of them. After receipt of the amounts on the account, disposal with these may be effected in the way indicated in the Application for opening of a joint account, notwithstanding in whose name the amounts were paid or transferred.
56. The account holders may dispose with the deposited funds on the account in person and/or through a proxy/proxies in one of the following ways, set out in the Application for opening of a joint account:
- 56.1. all together;
- 56.2. each account holder individually without limitations;
- 56.3. individually, up to an amount and upon terms and conditions defined by the account holders upon signing the Application for opening of a joint account.
57. Disposal with the account by the account holders through a proxy shall be allowed only if the proxy has been authorized by all of the account holders, while the power of attorney needs to be certified pursuant to the provisions of the present General Terms and Conditions.
58. The Bank shall not be liable for the relations between the joint account holders in relation to any disposal with the funds on the account that is performed by any of them. Should any orders given by one of the joint account holders be contradictory to or inconsistent with an order given by another joint account holder, the Bank shall be entitled to reject to execute the orders until the contradiction is cleared up.

59. The Bank shall execute completely the distraints received on the account, notwithstanding against the liability of whom of the joint account holders the enforcement is initiated.
60. Should any of the joint account holders pass away, the account shall be closed after the funds accumulated on the joint account are paid to the heirs of the deceased account holder and the other account holders.
 - 60.1. The available funds shall be divided in as many equal portions as the number of the joint account holders and each portion shall be paid to the surviving joint account holder/s and the heirs of the deceased person, respectively.
 - 60.2. The joint account holders may close the joint account acting only jointly.
 - 60.3. Upon change of an account holder (withdrawal, substitution for another), the joint account shall be closed, a new Application shall be submitted, a new joint account shall be opened and a new Agreement shall be signed.

X. ACCOUNTS OPENED VIA THE ELECTRONIC CHANNEL BULBANK ONLINE

61. The Account Holder or his/her proxy (as per the General Terms and Conditions for Bulbank Online) may open accounts according to the functionalities of the service whereas identifying themselves for this purpose through the technical means of identification described in detail in the General Terms and Conditions for the electronic banking service Bulbank Online. The accepting and electronic signing of the present General Terms and Conditions shall have the effect of an agreement concluded between the Account Holder and UniCredit Bulbank for the selected type of account.
62. The initiating of a request for opening of accounts, regardless of whether initiated by the Account Holder or his/her proxy, shall be considered a request for opening of an account to the bank customer number of the Account Holder and on his/her name.
63. Operations of disposal with accounts opened through the service Bulbank Online:
 - 63.1. through the electronic banking service Bulbank Online: the account is added or not added automatically to the customer profile, whereas the Account Holder or his/her proxy shall be considered informed of the rights with which the account is added.
 - 63.2. in a branch of the Bank: by the Account Holder and his/her proxies.
64. The Bank shall provide information on balances and movements on the accounts opened via Bulbank Online as well as the rest of the accounts included through the respective menus in the service. The date of registering the movement on a bank account subscribed to Bulbank Online shall be considered to be the beginning of the period within which the customer may dispute the respective transaction according to the provisions of the Law on Payment Services and Payment Systems.
65. The accrual of interest on accounts opened via the service Bulbank Online is performed only by way of capitalization of the interest on the respective account. The client may change this condition in a branch of the Bank.
66. The closing, changing of rights and exclusion of accounts, which have been included or opened via the service Bulbank Online, shall be done in a branch of the Bank.
67. For any issues that have not been dealt with herein, there shall apply the General Terms and Conditions for the electronic banking service Bulbank Online.

SECTION II: PACKAGE PROGRAMMES

68. The package programme UNICO (hereinafter referred to as the Programme) is suited for individuals, as well as for freelancers.
69. The Bank and the Customer shall conclude a specific Agreement for joining the respective type of package programme (hereinafter referred to as the Programme) based on an Application for subscribing to a package programme, which shall be drawn up as per a template and submitted by the Customer.
70. Joining the Programme gives the Customer the opportunity to use the bank products and services described in the respective agreement concluded between the Bank and the Customer for the selected Programme.
71. The bank products included in the Programme shall be provided pursuant to the effective legal framework, the individual agreements, the General Terms and Conditions for the respective types of products included in the Programme, as well as the present GTC.
72. The Customer shall be entitled to use all bank/ non-bank products included in the Programme, or only a part of them, as he/she would prefer, in compliance with the terms and conditions set out in the agreement.
73. The products and services, for which the Customer signs separate agreements, are to be included in the Programme only if explicitly requested by the Customer.
74. Under the package account, all regular banking operations and payment services may be performed, for which fees and commissions shall be collected pursuant to the Bank's Tariff for individuals while the present GTC shall apply.
75. The Bank is entitled to provide to the System Operator and the international payment system information about the cover (the available balance) on the Package Account of the Customer and the amount of the defined daily and weekly transaction limits on the card.
76. If the Customer already has a current account and does not want to open a new one, from the date of the Agreement for joining the Programme the existing account shall be restructured pursuant to the terms and conditions of the programme.
77. For the performed operations from/on the Package Account, at the end of each month the Bank shall provide statements to Customer in the way indicated by him/her in the Application for joining the Package Programme. Upon a stated request for receiving the monthly statements on an electronic address, provided in the Application for subscribing to the UNICO Package Programme, the account holder shall undertake to observe the following terms and conditions:
 - 77.1. To take all necessary actions so as to ensure unhindered receipt of the electronic messages containing attached statements sent to the given electronic address/addresses. To be aware of and to accept the circumstance that the Bank shall not be liable having sent in good faith the statements to the account holder to the aforementioned electronic address/ addresses, which is/are inaccessible.
 - 77.2. To inform the bank in due course in case of any change to the e-mail address/ addresses, which he/she has provided for receiving statements. He/she is informed and accepts that the Bank shall not be liable for any unreceived statements until the day of receipt of a written notification for occurred changes or circumstances under the preceding statement.
 - 77.3. To take all possible actions so as not to allow unauthorized access to the information for the bank account(s) contained in the statement(s) sent to the specified electronic address. The risk and the consequences from such unauthorized access shall be borne by the account holder.
 - 77.4. The account holder declares that he/she is aware of and accepts that any statement sent by the Bank to an electronic address shall have the effect and meaning of a written notification for the information contained in it, as well as for all operations performed on the account by the account holder and/or third parties and it shall be considered received by the account holder, whereas the term for raising claims against the information contained in it in compliance with the provisions of these General Terms and Conditions, with which the account holder is acquainted and accepts, shall start from the time when in the systems of the Bank information is reported that the electronic message, containing an attached statement, has reached the electronic address, indicated by the account holder, to which it was sent, but in any case not later than 1 (one) business day from the date, on which it was sent.

- 77.5. The account holder declares that he/she is aware of and accepts that the statements sent by the Bank may not exceed "3 MB" and in case they are bigger, he/she shall appear at the Bank in person in order to receive the statement;
78. In order to use the UNICO Package Programme, the Customer shall pay a fee in an amount pursuant to the Bank's Tariff for Individuals.
79. The Bank reserves its right to change the amount of the fee payable for the Programme, whereas informing the Customer about it as per the established statutory procedure and in conformity with its internal rules.
80. The Customer shall be obliged at all times to maintain on the Package Account sufficient funds for covering the entitlements of the Bank pursuant to the Tariff, including the monthly/annual fee for using the Package Programme, as well as the liabilities related to the settlement resulting from the operations performed with the card.
81. The Bank shall be entitled to collect all of its due receivables from the Customer, including those related to the settlement, in relation to the keeping and servicing of the Package Account and the operations performed through it, from the Package Account and/or the rest of the accounts of the Customer held with the Bank, where in case of insufficient funds on those - based on a statement of the debit balance on the Package Account/s as per the procedure foreseen in the Civil Procedure Code.
82. Payments from the Package Account may be performed up to the amount of the available funds on it unless an overdraft has been agreed. Any payments above the balance or the authorized overdraft limit on the account shall constitute unauthorized overdraft and as such they shall be immediately due and payable, whereas the Bank shall be authorized to collect them from the rest of the accounts of the Customer held with it as per the procedure of an automatic correcting transfer.
83. Should the Customer not provide the necessary funds for the fee for the Programme at the end of two consecutive months, the Bank shall exclude the Customer from the Programme at the end of the second month. Exclusion from the Programme shall not lead to termination of the agreements for the separate products but only to their restructuring pursuant to the standard terms and conditions for providing those outside the scope of the Programme.
84. The Bank shall be entitled to terminate any Agreement for subscription to the Programme unilaterally and without notice upon failure of the Customer to fulfill any of its obligations under the Agreement and the present GTC at any time, whereas blocking and requesting the card back, as the Customer shall remain indebted to the Bank until repayment of the receivables resulting from the Agreement together with the statutory interest from the date of the termination, and he/she shall be obliged to return immediately the card to the Bank. No early request or returning of the card shall give rise to any claims on the part of the Customer for partial reimbursement of the paid fees and commissions under the Package Account and the Card.
85. The Customer shall be entitled to renounce using the Programme after filing an Application for withdrawal as per a template and after paying all due fees and commissions. The bank products and services used within the scope of the Programme shall be restructured as per the standard terms and conditions of the Bank for the respective products outside the Programme.

SECTION III: UTILITY AND PERIODIC PAYMENTS

86. From the current account payments may be made for utility services for electricity, phones (landlines and mobile phones), cold and hot water, heating, gas, as well as other periodic payments (insurance premiums, rental payments, orders for transfers from account into account, incl. card account, etc.).
87. In order for the service to be provided, the Customer shall fill out and sign an Application for utility and periodic payments as per a template and provide up-to-date documents (notification, cash receipt, other documents) certifying payment of the services used.
88. The Bank shall start paying the utility costs in the month following the month of receiving the Application.
89. In the Application for utility and periodic payments, the Customer needs to indicate the date/ dates, on which those payments are to be made by the Bank. Periodic payments, which are not made due to insufficient funds on the current account, shall not be included in the payments for the next month.
90. The Customer shall receive information for the utility and periodic payments that were made by way of the statement of the account, from which the respective utility/ periodic payments are made. The statement of the customer account shall contain information about all installments, payments and the available balance on the account and it shall be provided to the customer within the terms, scope and together with all the required requisites pursuant to the Law on Payment Services and Payment Systems, Ordinance No. 3 of BNB and the Tariff and Interest Rate Bulletin of the Bank applicable as of the time of the statement.
- 90.1. Statements shall be provided upon request by the customer at the Bank's cash desks.
- 90.2. The customer shall receive a monthly notification for all performed/ non-performed payments for the past month on the first business day of the next month on the electronic address indicated by him/ her in the Application for utility and periodic payments or at the Bank's cash desks;
- 90.3. Should within a period of 15 days from the date of delivering the statement no objections be raised by the customer against the information contained in the delivered statement of the bank account, it shall be considered that the accuracy of that information is confirmed whereas the customer accepting it as well as all the operations performed under the customer account by him/her and/or by third parties.
91. With the signing of the Application for utility and periodic payments, the customer orders and agrees and the Bank accepts to perform operations from the main account indicated by him/her for a certain type of payment in the Application, opened and kept with it for making utility and periodic payments within the terms and in conformity with the conditions set out in the Application. The Bank shall perform the indicated payments up to the amount of the available funds and/or the agreed permissible excess amount above the residual (overdraft) on the customer account only if financial coverage is available on it for the amount of the operation and the charges payable for performing it, the amount of which is defined in the Bank's Tariff applicable as of the time of performing the operation. Partial payments under separate orders or requests for payments shall not be allowed.
92. In case of insufficient funds on the main current account, the customer may indicate in the Application also another account/ other accounts - current, card or savings account(s), opened in BGN and/or foreign currency and kept with the Bank in his/her name, from which to provide additional funds to cover the deficiency so as to perform the payment and the fees payable to the Bank to be paid. In case of providing funds from a foreign currency account (current or savings), the Bank shall make the payment applying the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the day of the operation.
93. The Bank shall not be liable for inaccurate and/or missing information from the respective company - provider of the utility services, based on which the utility payment is made. In such case the customer shall file a claim with that company for wrong or non-performed payment.
94. In case the respective payments for the indicated utility services are not made to a certain provider during the current month due to insufficient funds on the account(s) of the customer, the liability for the respective month shall be paid by the customer (at a cash desk of the provider or via a bank transfer) outside the scope of the service for utility payments.
95. The Bank shall continue making further payments in the next months from the account(s) for utility payments of the customer if such payments are claimed by the provider.
96. The Bank shall collect a fee for each utility/ periodic payment at the time of performing the operation. The amount of the due and payable fees is determined in the Bank's Tariff valid for the period when the payment is made. With the signing of the Application, the customer provides his/her consent for the Bank to collect automatically its due fees from his/her account(s) indicated in the Application for performing utility/ periodic payments.
97. Based on concluded agreements with the respective providers of utility services the Bank shall make payments in accordance with the submitted by them requests for collection of amounts payable by the customer. Change of a subscriber number given by the provider shall be made automatically by the Bank.

98. The customer shall be entitled to define in the Application:
- 98.1. a specific limit of payment for each type of utility service. In case such a limit has not been specified by the customer, the Bank shall make the utility payment in the amount of the received request from the provider;
 - 98.2. priority order pursuant to which the Bank shall make the payments to the separate providers. In case of lacking sufficient funds on the accounts of the customer, the Bank shall make payments to the providers for whom the customer has specified higher priority.
99. The customer shall be entitled to renounce the payment of the utility services indicated by him/her with a one-month written notice, and of the periodic services - with a 5-day written notice addressed to the Bank.
100. If the customer closes the main account indicated in the Application by him/her as such for a certain payment, the Bank shall discontinue making that payment from the time of closing the account.
101. With the signing of the Application for utility and periodic payments and applying the present General Terms and Conditions, the Customer explicitly and irrevocably agrees the Bank to transfer automatically the respective amounts on the accounts of the providers of utility services following the order of receipt of the information from the providers (a file or in some other agreed way) for the due amounts. With the signing of the Application for utility and periodic payments the Customer declares that he/she is acquainted with the present General Terms and Conditions and the Bank's Tariff and accepts them completely in their respective version as of any time as long as the relations between the Bank and the customer regarding making utility and periodic payments are valid.
102. The Bank shall not make any payments after the cut-off dates set by the providers or the dates of the periodic payments indicated by the customer, regardless of the funds available on the current account. The sequence of the utility payments shall be determined by the chronology of the dates agreed with the providers on condition that the Customer has not made use of his/her right under **item 98.2**.
103. The keeping of the accounts indicated by the customer in the Application for utility and periodic payments and the operations with them shall be carried out pursuant to the Agreement for the respective account and the present General Terms and Conditions, regarding which the customer declares that he/she is acquainted with and accepts them completely in their respective version as of any time during the validity term of the agreement for opening and keeping of the customer account.

SECTION IV: PAYMENT SERVICES AND INSTRUMENTS

CHAPTER III. PAYMENT SERVICES AND INSTRUMENTS PROVIDED UNDER A BANK ACCOUNT

XI. PAYMENT SERVICES PROVIDED BY THE BANK

104. The Bank provides the following payment services:
- 104.1. services related to paying in of cash on hand on an account;
 - 104.2. services related to withdrawal of available cash from an account;
 - 104.3. execution of payment transactions, including transfer of funds on an account of the customer with the Bank or on an account with another bank;
 - 104.3.1. execution of direct debits, including one-off direct debits;
 - 104.3.2. execution of credit transfers, including orders for periodic transfers;
 - 104.4. execution of payment transactions where the funds are part of a loan provided to the customer:
 - 104.4.1. execution of direct debits, including one-off direct debits;
 - 104.4.2. execution of credit transfers, including orders for periodic transfers;
 - 104.5. execution of cash on hand transfers from individuals.

XI. FORM AND PROCEDURE FOR PROVIDING CONSENT FOR PERFORMING PAYMENT TRANSACTIONS, EXECUTION OF PAYMENT TRANSACTIONS

105. The Bank shall accept, process and execute payment orders and perform payment services in local and foreign currency on the territory of the country and abroad upon submitting of duly drawn up payment documents containing all requisites as per a template in a hard copy format or received through the electronic channels in compliance with the requirements of the effective legislation.
106. A payment order, when submitted in a hard copy format, shall be considered received at the time of its submitting to the Bank directly by the payer or through the beneficiary, and when submitted via the electronic channels - as per the procedure established for this purpose, while in confirmation it shall be registered indicating the date, hour and minutes in a chronological order of receipt. Should the payment order be received on a non-business day for the Bank, it shall be considered received on the next business day. The Bank shall determine the terms for execution of the payment orders in Appendix 1, an integral part of the present General Terms and Conditions.
107. The customer shall inform the Bank in writing about the persons who are authorized on his/her behalf to submit and receive payment documents for performing payment services from his/her payment accounts.
108. The customer shall undertake not to disclose the names and the data of the persons with rights of disposal under his/her payment accounts and the data for access to the payment electronic channels, as well as not to allow any possibility for other persons, who are not authorized by him/her as per this agreement and the legislation, to initiate payment operations on these accounts. Should the aforementioned obligation be breached, the risk and the responsibility for the consequences from the executed transactions shall be borne by the customer.
109. The Bank shall not execute any payment orders that are received via mail.
110. The Bank shall make transfers provided all of the following terms and conditions are fulfilled:
- 110.1. order or preliminary consent of the customer signed by persons with rights of disposal under the payment account of the drawer or through a payment order drawn up in electronic form pursuant to the requirements of the effective legislation and the Bank;
 - 110.2. provided sufficient funds are available on the account of the payer, including the amount of the transaction and all fees and commissions payable to the Bank for performing the transaction pursuant to the effective as of that time Tariff for the fees and commissions of the Bank for individuals;
 - 110.3. documents required by virtue of a regulatory deed, agreement, to which the customer is a party or other documents required by the Bank for performing the respective transaction.
111. The Bank shall execute the payment order only if the ordered amount and the entitlements of the Bank in total are up to the amount of the available funds on the account of the payer or up to the amount of the agreed loan if such is available. Otherwise, the Bank shall not execute the payment order.
112. The Bank shall not perform partial transfers under separate payment transactions. Partial payments may be made only in the cases of enforcement as per the established statutory procedure, upon performing an automatic correcting transfer and/or upon exercising the right of direct debiting by the Bank.

113. The Bank shall ensure precise execution of the payment order received with it in observance of the following terms and conditions: the payment order shall not be in contradiction to the effective legislation, the applicable rules for payment and the terms and conditions under which the account is kept; it shall be accompanied by the documents required for its execution where such are required; it shall be drawn up together with all standard requisites; it shall contain the signature of a person/ persons with rights of disposal under the account, whose signature laid outside the Bank corresponds to that laid in front of an employee of the Bank, or a specimen submitted in a notary certified form and attached to the customer file of the payer; upon ensured financial coverage by the customer - payer, for the amount of the transaction and the fees and commissions payable to the Bank.
114. The Bank shall not be liable having executed in good faith and in accordance with the present General Terms and Conditions a payment operation ordered to it in writing by a person/s, whose signature/s on the payment order, laid outside the Bank correspond/s to the the specimens of the persons with rights of disposal under the account and which person/s on the grounds of unambiguous circumstances appear/s to be authorized to dispose with the cash available on it. The risk and the consequences from the execution of regular at first sight payment orders, which are counterfeit (inauthentic, with false content), or which are accompanied by counterfeit documents and declarations, result from failure to fulfill the customer's obligations under **item 108** above and shall be borne by the customer.
115. The Bank shall not be liable for the consequences and damages resulting from payment orders executed by it, which are incompletely, inaccurately or wrongly drawn up by the payer under the payment transaction, and/or for the execution/ non-execution of which sufficient funds are lacking. The risk from such operations shall be borne by the Depositor.
116. The Bank shall not exercise control over the subject and/or the compliance of the transaction representing grounds for performing the transfer, unless the obligation for such control arises from an agreement, based on which the Bank has provided the amount of the transaction of the customer, or from a regulatory deed. The Bank shall not be liable for the common bank intermediation under transactions with its customers.
117. The Bank shall be entitled not to execute, to hold up or stop the execution of payment orders in case of any doubt that those do not meet the requirements of the Measures Against Money Laundering Act, the Rules for applying it and the Law on the Measures Against Financing Terrorism, as well as in the cases when additional checks are necessary for ascertaining facts and circumstances related to the application of those regulatory deeds.
118. For the execution of payment services in foreign currency, the customer shall submit to the Bank all the necessary documents that are required pursuant to the Currency Law, Ordinance No. 27 of the BNB on the Balance of Payments Statistics, Ordinance No. 28 of the BNB on Information Collected by Banks about Cross-border Transfers and Payments and other applicable statutory regulations.

XIII. EXECUTION OF CREDIT TRANSFERS

The Bank shall execute credit transfers as per the provisions of the present General Terms and Conditions by way of debiting the account of a customer in accordance with the terms for execution of received payment orders pursuant to Appendix 1, which is an integral part of the present General Terms and Conditions.

119. The Bank shall credit the account of an intermediary or a payment service provider of the beneficiary upon ordered credit transfers, or the account of the customer upon received credit transfers in accordance with the value dates indicated in Appendix 1, which is an integral part of the present General Terms and Conditions.
120. The payer may negotiate with the Bank preferential credit value dates as well (current value date), for which he/she shall pay the respective commission as per the Tariff for the fees and commissions of the Bank for individuals.
121. The terms and conditions, under which the Bank shall accept for execution credit transfers (ordered or received), with instructions regarding the charges, are as follows:
 - 121.1. "Charges on the transaction are shared" - the payer and the beneficiary shall pay the fees and commissions to the bank of the payer and of the provider of the beneficiary, respectively.
 - 121.2. "All charges on the transaction are at the expense of the payer" - in case preliminary agreement is in place between the parties to the transaction and in compliance with the following conditions: the payer has specified the exact amount, which needs to be received on the payment account of the beneficiary and he/she has accepted to pay in full, separately from this amount, the entitlements of the Bank and at the same time to pay on behalf of the beneficiary the entitlements of the other payment service providers that are involved in the payment cycle. Along with that, the payer shall agree the payment to be processed as per a procedure and conditions that are defined by the Bank and payment service providers selected by him/her.
 - 121.3. "All charges on the transaction, including those of the Bank, are at the expense of the beneficiary" - in the cases where the account of the beneficiary is kept with a bank outside the European Economic Community regardless of the currency of the payment. The Bank shall not accept for execution payment orders with instruction "All charges on the transaction, including those of the Bank, are at the expense of the beneficiary" where the transaction is in favour of a beneficiary, whose account is kept with a bank in a country within the European Economic Community, excluding the Confederation of Switzerland, and that account is in a currency of a member state.
 - 121.4. The Bank shall accept for execution domestic payment orders only with instruction "Charges on the transaction are shared".
 - 121.5. The Bank shall accept for execution with it any received credit transfers in favour of its customers and cash on hand transfers with instructions "All charges on the transaction, including those of the Bank, are at the expense of the beneficiary" without being liable and regardless of whether other providers involved in the payment cycle have withheld their fees and commissions from the amount of the transaction.
122. Payment orders in a currency other than the currency of the payment account shall be processed applying the announced buy/ sell exchange rates of the Bank, cash on hand/on account, respectively, that are valid for the day of the operation, while for amounts exceeding EUR 10,000, or its equivalence in BGN or another foreign currency, the customer may negotiate a preferential exchange rate. Information for the exchange rates of the Bank may be obtained by the customer at the Bank's cash desks, on its website or the electronic banking channels.
123. The Bank shall not be obliged to credit the current account of the beneficiary before the funds, subject of the credit transfer, are received on its account.
124. The Bank shall not exercise control and shall not be held responsible for the time for execution and the value dates, which other payment service providers apply in processing ordered or received credit transfers.
125. In processing payment orders outside the country the Bank shall be entitled to:
 - 125.1. perform on behalf of the drawer transferring of requisites in case the customer has not prepared them in English.
 - 125.2. to compile the electronic order to the provider of the beneficiary in accordance with the requirements of the provider of the beneficiary and/or the legislation of the respective country, (as far as known to the Bank), and within the instructions of the customer.
126. The Bank shall execute cash on hand transactions (without an opened account) by order of individuals in accordance with the terms for execution of paper-based payment orders that are indicated in Appendix 1 to the present General Terms and Conditions. In such cases, the debit value date shall be the time of receipt of the available amount of the cash on hand transfer after payment of the respective charges of the Bank pursuant to the Tariff for the fees and commissions of the Bank for individuals.
127. The payer under a cash on hand transaction shall bear the full responsibility for the correct, accurate and exact drawing up of the payment order together with all the required standard requisites containing the required and necessary correct, exact and full information for the execution of the cash on hand transaction.

128. The payer under a cash on hand transaction shall be obliged within a period of up to one month to request information for the execution of the ordered payment transaction from the Bank, in the office to which he/she has ordered its performing, as well to inform it immediately in writing should the transaction be performed incorrectly.
129. In case an executed cash on hand transaction is returned by the bank to the beneficiary due to a certain reason, the Bank shall inform the payer with a notification sent to the address indicated by him/her. Any returned cash transfer shall be kept with the Bank for a period of no more than 5 years.
130. The Bank shall send received cash on hand transfers upon request by the beneficiary, but not later than 7 days after the date, on which the funds are received on an account of the Bank. Unreclaimed cash on hand payments after this term shall be returned to the payer.

XIV. EXECUTION OF DIRECT DEBITS IN DOMESTIC CURRENCY

131. The Bank shall perform payment operations using a direct debit in observance of the requirements of the effective legislation and under the following terms and conditions:
 - 131.1. The payer has provided preliminary consent for direct debit as per a template in the branch where his/her account is kept, whereas he/she has necessarily indicated the amount up to which a request for payment may be executed. The payer shall send to the beneficiary of the transfer a copy of the consent;
 - 131.2. Availability of financial coverage on the account of the payer with the Bank for the amount of the payment and the charges pursuant to the effective as of that time Tariff for the fees and commissions of the Bank for individuals, or
 - 131.3. The requirements for making the payment have been met where such are indicated in the consent for direct debit.
132. In case the payer has specified conditions for the execution of the direct debit, the Bank shall perform a payment under an order for direct debit only after making a formal check at first sight for compliance of the submitted documents and the required such as per the conditions defined for the transfer and the execution of the set conditions.
133. In case the order for direct debit is not executed on the date indicated for execution due to non-fulfillment of the terms and conditions set out in **item 131**, the Bank shall retain the order for direct debit up to 5 (five) business days from the date of receipt of the order for direct debit, or from the date for execution, if different from the first one. Should during this period the requirements set out in **item 131** not be fulfilled, the Bank shall reject to execute the order for direct debit and it shall inform the payment service provider of the beneficiary about it.
134. The Bank shall perform direct debit payment operations provided the order for direct debit contains clear and unambiguous conditions and parameters necessary for the execution.

XV. REJECTION OF EXECUTION OF PAYMENT OPERATIONS

135. The Bank shall have the right to reject to execute a payment order in the following cases:
 - 135.1. If the Customer has submitted payment documents, which are not properly arranged and/or do not possess all the required parameters, necessary for their execution, i.e. there are missing, incomplete or inaccurate data.
 - 135.2. The Payer has not provided on the date of execution of the payment operation financial coverage for the amount of the transfer and for the due and payable to the Bank fees and commissions.
 - 135.3. The execution of the payment order by the Bank would entail a breach of the regulations of the Bank, the imperative regulations of the Bulgarian legislation, any court ruling or any other mandatory provisions stipulated in the legislation.
136. With the signing of the Agreement for opening, keeping and closing an account, the Customer shall confirm that he/she accepts the present GTC and he/she has been informed about the cases, in which the Bank would reject the execution of a payment order, whereas the Customer shall owe to the Bank a fee for processing of the payment documents, pursuant to the Tariff of the Bank. The Customer shall owe a fee for adjustment/change, pursuant to the Tariffs, for each change that is made to the payment orders and documents submitted by him/her until the date of their implementation for execution.
137. The Customer shall be entitled to order again the same payment operation as per the procedure defined by the valid legislation and these GTC, whereas for this purpose he/she shall submit new payment documents, drawn up together with all the standard requisites and at a time when sufficient coverage may be provided for the amount of the transfer, together with the fees and commissions due and payable to the Bank.

XVI. IRREVOCABLENESS OF THE PAYMENT ORDER

138. The Customer may not cancel the payment order after its receipt by the Bank.
139. A payment order, which has been accepted by the Bank, may be canceled by the Customer only in the following cases:
 - 139.1. Upon a credit transfer for a particular day - by the payer - until the end of the business day, preceding the agreed day for execution, at the latest;
 - 139.2. Upon a direct debit - by the payer - until the end of the business day, preceding the agreed day for debiting his/her account, at the latest.
140. After the expiry of the deadlines defined in items **138** and **139**, but not later than the date of crediting the account of the beneficiary, the payment order may be canceled only in case this was preliminary agreed between the customer and the Bank, whereby upon direct debiting the consent of the beneficiary shall be requested, as well.
141. The Customer may cancel the execution of the payment order by way of submitting a written notice to the Bank before the execution has begun.
142. Upon cancellation of a payment order, the Customer shall owe a fee for cancellation of a transfer order, pursuant to the Tariff of the Bank.

XVII. AUTOMATIC CORRECTING TRANSFER AND DIRECT DEBITING

143. The Bank shall perform an AUTOMATIC CORRECTING TRANSFER, debiting/crediting the maintained payment accounts of the Customer without the preliminary consent or order of the Customer in the cases of: correcting inaccurate, wrong orders and operations, allowed by payment service providers; in case an error was made upon crediting/debiting a payment account of a person other than the drawer/ the beneficiary specified by the payer in the payment order; upon a credited account of the beneficiary, but with an amount, different from the amount specified by the payer in the payment order; wrongly collected fees and commissions for services provided by the Bank; received amounts which were not due and payable; absence of crediting on an account with the Bank; in any other case where a wrong operation was performed, with the purpose of restoring the actual relations and the status of the accounts to the same condition as at the time before the was mistake made.
144. The automatic correcting transfer shall be in such an amount, upon which the payment account is restored to the condition in which it would have been before the execution of the wrongly performed operation.

145. With the signing of the Agreement for opening, keeping and closing an account, the Customer shall authorize the Bank to debit directly his/her accounts in order to collect the reasonably defined and determined in amount receivables from the accounts of the users of payment services in the cases settled herein, as well as in other types of agreements, concluded between the Bank and the Customer in order to: correct and compensate for the consequences of performing illegal transfers; receiving funds on an account in result of a fraud or without any grounds based on inauthentic documents; due to a mistake made by the drawer; collecting of the receivables of the Bank from the payer for amounts, interests, commissions and charges, to which the Bank has been entitled by the payer by virtue of these GTC and/or any other agreements, concluded with the Bank; upon enforcement pursuant to the provisions of the legislation, as well as in any other cases, agreed in writing between the Bank and the Customer.

SECTION V: GENERAL PROVISIONS, BANKING SECRET, PROTECTION OF THE PERSONAL DATA AND DEPOSITS

146. The confidentiality of the accounts shall be preserved. Information about the operations and the cash available on the accounts shall be provided only to the Account Holders and/or to a person explicitly authorized by them through a notary certified power of attorney, as per the respective legal procedures, as well as to the competent authorities in observance of the statutory procedure.
147. The Depositor shall be obliged not to disclose before third parties the information regarding his/her bank accounts, nor in any other way to create conditions for access to information, data and documents, related to his/her accounts, taking every possible measure to prevent any unauthorized persons from performing operations under them.
148. All funds of the Account Holders, deposited on a current account with the Bank, in accordance with the product group to which the specific current account belongs as per its General Terms and Conditions and the Interest Rate Bulletin in BGN and foreign currency, including accrued interests, are guaranteed by the Bank Deposit Guarantee Fund in compliance with the applicable regime and the maximum amount of the guaranteed total amount, set forth in the Law on Bank Deposit Guarantee, which as of the date of the present Terms and Conditions totals up to BGN 100,000.
149. The terms and conditions under **item 148** shall not be applicable and the guaranteed amounts on the current accounts in the Bank shall not be payable with regard to:
- 149.1.** Individuals who have acquired rights on the deposited funds in result of performed operations of disposal with the account after decision taking by the Bulgarian National Bank, whereby it revoked the issued license for banking activity of the commercial bank.
- 149.2.** Individuals whose accounts do not belong to the current accounts group as per the established by the Bank Terms and Conditions, to whom privileged interest terms and conditions were provided, diverging from the standard Bank's terms and conditions for the specific bank products, set forth in the Interest Rate Bulletin for individuals, applied to the funds of the Account Holders.
- 149.3.** Funds of banks and financial institutions, insurers, pension and social security funds, except for the funds for additional pension insurance; investment intermediaries and companies, as well as the deposited funds on accounts of individuals in possession of shares, which provide them with more than 5% of the votes in the General Shareholders' Meeting of the Bank; members of the Management and Supervisory Board, the Bank's Board of Directors, respectively, of procurators and members of the internal audit bodies, as well as in all the other cases, set out in Art. 5, para. (1) from item 4 to item 14 from the Law on Bank Deposit Guarantee.
150. The Bank Deposit Guarantee Fund shall pay the guaranteed amounts of the deposited funds through a commercial bank, determined by the management board.
- 150.1.** The payment of amounts from the Fund shall start no later than 20 business days from the date of the decision of the Bulgarian National Bank for revoking the issued license for banking activity of a commercial bank.
- 150.2.** For accounts in foreign currency, the depositor shall be paid the equivalent amount in BGN of the guaranteed amount calculated by the exchange rate of the Bulgarian National Bank on the starting date of payment of the deposit guarantee.
151. With the opening of an account, the Account Holder shall accept the present GTC and shall confirm that he/she has voluntarily provided his/her personal data and the data of the persons authorized by him/her, providing his/her explicit consent for the Bank to keep, process and use his/her personal data and the data of the authorized by him/her persons, providing his/her consent and authorizing the Bank to provide information, which is bank secrecy or personal data of the Account Holder and the authorized by him/her persons to its attorneys, accountants, auditors and other external consultants and persons in contractual relations with the Bank, as well as to other financial institutions in the country and abroad in the cases when these belong to the same banking group or are related to the Bank by virtue of the applicable law, including for the purposes of offering bank products, services and making surveys regarding the products and services, offered by the Bank.

SECTION VI: SETTLEMENT OF DISPUTES AND AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

152. In case the Customer has any objections concerning the execution of a particular payment service, he/she may submit a written claim to the Bank, which shall examine this claim and notify the Customer of its opinion within a 7-day term from its submitting.
153. In case the Bank does not give its opinion within the term defined under the preceding item or if the Customer is not satisfied with its decision, the dispute may be referred for examination to the Arbitration Committee for payment disputes to the Consumer Protection Commission.
154. The Customer shall be bound by the changes to the present GTC, unless he/she notifies the Bank in writing that he/she does not accept the proposed GTC before their coming into force. In case the Customer does not agree with the proposed changes, he/she shall have the right to terminate the Account Agreement before the changes come into force.
155. The Bank shall have the right to change unilaterally the Tariffs and the Interest Rate Bulletin of the Bank, whereas it shall notify the Customer about them by way of notices in the branches of the Bank as well as publishing those changes on the website of the Bank.
156. The Bank reserves its right to amend the present GTC with the exception of Chapter III: Payment services and instruments, whereby announcing the amended GTC in its branches, where every Account Holder may obtain them, as well as publishing them on the website of the Bank.
157. Regarding any changes in Chapter III: Payment services and instruments from the present GTC, the Bank shall notify the Customer within a period not less than 2 months prior to the date on which the changes shall come into force, through notices in its branches, as well as publishing the changes on the website of the Bank. The documents containing the foreseen changes may be obtained by the Customer on paper upon request at the cash desks of the Bank.
158. Upon amendment of these GTC, they shall remain effective and shall preserve and prolong their effect regarding the established state of legal relations in their latest version.
159. The present GTC have been drawn up on the grounds of Article 57 of the Law on Credit Institutions and Article 298 of the Commerce Act, they have been adopted by the Management Board of the Bank with a decision as per Minutes No. 28 dated 29.06.2010, they have been updated as per a decision of the Management Board of the Bank according to Minutes No.35 dated 25.08.2010 and they shall come into force from 07.09.2010. The GTC shall be an implicitly inherent and integral part of each Agreement concluded by the Bank, which refers to the present GTC, and they shall be considered in their integrity as an integrated document and shall be applied unless otherwise agreed in the particular Agreement.

- 160.** In case of divergence between the provisions of the Agreement for a bank account and the present GTC, the provisions of the respective Agreement shall apply.
- 161.** Any relations between the Account Holder and the Bank, which are not settled herein or in the Account Agreement, shall be settled by virtue of the Law on Payment Services and Payment Systems, Ordinance No. 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and Use of Payment Instruments, as well as pursuant to any other applicable provisions of the Bulgarian legislation.

Term for execution of local and cross-border transfer orders at UniCredit Bulbank (from Monday to Friday); for the branches, working in Saturday only the internal banking orders shall be processed currently.

- effective as of 1.02.2010

Transfers in local currency:					
Channel:	Payment system:	Term for submission/ acceptance of the order**	Term for execution	Debit value date (for the account of the Sender)	Credit value date (for the account of the Beneficiary)
Electronic channel	BISERA/SEBRA	until 2 o'clock p.m.	The same business day	The same business day	The same business day
		from 2 o'clock to 7 o'clock p.m.***	The same business day	The same business day	The same business day
	RINGS	until 3 o'clock p.m.	The same business day	The same business day	The same business day
		After 3 o'clock p.m.****	The same business day	The same business day	The same business day
	Internal banking	until 6 o'clock p.m.	The same business day	The same business day	The same business day
		After 6 o'clock p.m.	The same business day	The same business day	The same business day
Paper carrier	BISERA/SEBRA	until 1 o'clock p.m.	The same business day	The same business day	The same business day
		until 4:30 o'clock p.m.	The same business day	The same business day	The same business day
		After 4:30 o'clock p.m.	The same business day	The same business day	The same business day
	RINGS	until 2:30 o'clock p.m.	The same business day	The same business day	The same business day
	Internal banking	until 6 o'clock p.m.	The same business day	The same business day	The same business day
		After 6 o'clock p.m.	The same business day	The same business day	The same business day

Transfers in foreign currency, ordered with TOM value date					
CHANNEL :	Payment system:	Term for submission of the order**	Term for execution	Debit value date (for the account of the Sender)	Value date with the correspondent bank
Electronic channel***	SWIFT For another bank in the country or abroad	until 3 o'clock p.m.	The same business day (D)	The same business day (D)	The next business day (D+1)
		After 3 o'clock p.m.****	The next business day (D+1)	The next business day (D+1)	The second business day after the day of submission (D+2)
Paper carrier	SWIFT For another bank in the country or abroad	until 2:30 o'clock p.m.	The same business day (D)	The same business day (D)	The next business day (D+1)
		After 2:30 o'clock p.m.****	The next business day (D+1)	The next business day (D+1)	The second business day after the day of submission (D+2)

Transfers in foreign currency, ordered with SD value date

CHANNEL :	Payment system:	Term for submission of the order**	Term for execution	Debit value date (for the account of the Sender)	Value date with the correspondent bank
Electronic channel***	SWIFT For another bank in the country or abroad	until 3 o'clock p.m.	The same business day (D)	The same business day (D)	The same business day (D)
		After 3 o'clock p.m. *****	The next business day (D+1)	The next business day (D+1)	The next business day (D+1)
	Internal banking	until 6 o'clock p.m.	The same business day (D)	The same business day (D)	
		After 6 o'clock p.m.	The next business day (D+1)	The next business day (D+1)	
Paper carrier	SWIFT For any other bank in the country or abroad	until 2:30 o'clock p.m.	The same business day (D)	The same business day (D)	The same business day (D)
		After 2:30 o'clock p.m. *****	The next business day (D+1)	The next business day (D+1)	The next business day (D+1)
	Internal banking	until 4:30 o'clock p.m.	The same business day (D)	The same business day (D)	
		After 4:30 o'clock p.m.	The next business day (D+1)	The next business day (D+1)	

Note: The term for execution of foreign transfer credit orders is not guaranteed upon use of the option "All charges at the expense of the Sender".

Term for execution of received credit transfers with UniCredit Bulbank (from Monday to Friday); for the branches working in Saturday only the internal banking orders shall be processed currently.

Received transfers in local currency:

Payment system:	Term for receiving the order	Date of execution	Credit value date (for the account of the Beneficiary)
BISERA/SEBRA	until 6 o'clock p.m.	The same business day	The same business day
RINGS	until 4 o'clock p.m.	The same business day	The same business day
Internal banking	until 6 o'clock p.m.	The same business day	The same business day

Received transfers in foreign currency:

Payment system:	Term for receiving the order	Date of execution	Credit value date (for the account of the Beneficiary)
SWIFT from another bank in the country or abroad	Until 5 o'clock p.m. on the value date of the Bank.	On the value date of the Bank	The value date for receiving the funds on account of the Bank (D+0).
SWIFT From another bank in the country or abroad	After 5 o'clock on the value date of the Bank	In the day following the value date of the Bank.	The value date for receiving the funds on account of the Bank (D+0).

* With regard to payments which have not been canceled from the system after checking with reference to lists comprising the anti-money laundering and terrorism financing measures.

**	The time for depositing/receipt via the electronic channels shall be defined by the time of importing the orders in BIS.
***	The orders sent via an electronic channel after the working hours of the bank (depending on the payment type and the used channel) shall be considered accepted by the bank on the next business day.
****	In case the cost-proving documents under Ordinance No 28 have been duly provided, when needed.
*****	They shall be accepted with future execution date.

GLOSSARY	
Within the meaning of these terms and conditions, the used terms and definitions shall have the following meaning:	
Value date	A reference date used by the PROVIDER to calculate the interests on the funds, with which the current account has been debited or credited or the date on which the Bank shall be obliged to debit or to credit the current account, when no interest accrual of the account has been agreed.
Direct debiting	A payment service related to debiting a current account of the Payer when the payment operation is initiated by the Beneficiary, on the basis of the consent of the Payer, provided to the Beneficiary, to the Bank of the Beneficiary or to the Bank of the Payer.
Credit Transfer	A payment operation, ordered by the Payer via his/her payment services Provider, in order to provide the funds at the disposal of the Beneficiary via his/her payment services Provider. The Payer and the Beneficiary may be one and the same person.
Cash on hand transfer	A payment service, in which the funds are provided by the Payer, without opening any current accounts in his/her name, in order to transfer the respective amount to the Beneficiary or to another payment services Provider, acting on behalf of the Beneficiary, and/or when these funds are received on behalf of the Beneficiary and are at his/her disposal.
Transfer order	Each order of a participant in the payment system to provide at disposal of the Beneficiary a cash amount through entering it on the accounts with a bank, Central Bank or Settlement Agent or any other order, which entails undertaking or fulfillment of an obligation for payment, pursuant to the provisions of the system.
Payment operation	An action, undertaken by the Payer or the Beneficiary, related to paying-in, transferring or withdrawing cash on hand, regardless of the major legal relations between the Payer and the Beneficiary.
Payment account	An account kept in the name of one or more holders, used for the execution of payment operations. Payment accounts as time deposits and savings deposits may be used not only for payment services, but for keeping cash, due to which a requirement may be set for keeping minimum cash available on the above accounts.
Payment order	Every order submitted by the Payer to a bank, to which he/she orders to execute a payment operation.
Payer	An individual or a legal entity, which is a holder of a current account and may order the execution of a payment order on this account and when there is no opened current account - an individual or a legal entity, which submits a payment order.
User of payment services	An individual or a legal entity, which uses a payment service in his/her/its capacity of a Payer or a Beneficiary or both.
Beneficiary	An individual or a legal entity, defined as the end recipient of funds, being the subject of a payment operation.
User	An individual, user of a payment service, who by virtue of agreements for provision of payment services exercises an activity, different from his/her commercial or professional activity.
Business day	The day during which the respective Bank of the Payer or of the Beneficiary, which participate in the execution of the payment operation, exercises an activity, necessary for the fulfillment of the payment operation.