## General terms and conditions regulating loan provision by UNICREDIT CONSUMER FINANCING EAD

These General Terms and Conditions ('GTC') govern the terms and conditions under which UNICREDIT CONSUMER FINANCING EAD (the 'Creditor') provides loan to customers and constitute an integral part of the loan agreements referred to herein.

1. The Creditor shall grant loans to customers in national currency, with the following term and amount: 1.1. Maximum repayment period: up to 10 years. 1.2. The amount to be granted shall be determined in accordance with the creditworthiness of the customer; 1.3. The Creditor shall provide the customer with pre-contractual information in accordance with Appendix No. 2 under Article 5(2) of the Consumer Credit Act (CCA), where such information shall not have legal effect and the effect of an offer and shall not oblige the Creditor to approve and negotiate the requested loan. 1.4. The Creditor shall notify the customer of the decision made on the requested loan within 14 days of submission of the relevant documents. Where, on the basis of an assessment of the customer's creditworthiness, the Creditor refuses to grant the loan, the latter shall promptly and without charge notify the customer of its refusal and, where applicable, that the refusal is based on automated data processing. The Creditor shall not be obliged to provide reasons for its refusal to grant the loan, except where, on the basis of a check carried out in the Central Credit Register or another database and pursuant to the conditions of Article 18 of the CCA, the Creditor is obliged to notify the Customer promptly and free of charge of the result of such check and of the information on the customer contained in the register.

2. The Loan Agreement (the 'Agreement') shall be concluded in writing, on paper or on another durable medium. 2.1. The loan shall be drawn on and repaid from the Customer's account with UniCredit Bulbank AD, UIC 831919536. The amount of the cash loan may also be drawn by bank transfer to another account specified by the customer, in cases of refinancing, in which cases the account shall be specified in the order signed by the customer. Where the Creditor grants a loan for the acquisition of goods or services, the same shall be granted for the cost of the goods or services the customer wishes to acquire, less the customer's down payment towards the cost of the goods/service, if any. In this case, the amount of the loan shall be transferred by the Creditor directly to the relevant seller of the good/service, and the loan shall be deemed to have been drawn down by the customer on the date of crediting of the relevant seller/supplier's account with the amount of the loan. 2.2. In the event of termination by UniCredit Bulbank AD of the contract for the customer's account from which the loan is repaid on any of the grounds for such termination, be it contractual or statutory, the customer/its heirs and the Creditor shall agree on another method of loan repayment.

**3.** The Customer undertakes to repay to the Creditor the entire agreed amount of the loan, together with interest, fees, commissions and other expenses thereon, including insurance related to the Agreement, if any, within the terms and conditions specified in the Agreement, in instalments, the number, amount and maturity dates of which shall be specified in the repayment plan attached to the Agreement. **3.1.** The Customer undertakes not to use any amounts from the loan granted to acquire or subscribe (directly or indirectly) for shares or bonds convertible into shares of the capital of the Creditor or a bank or company belonging to the UniCredit Group, or other capital instruments issued by the Creditor or a bank or company belonging to the UniCredit Group. For the purposes of the GTC and the Agreement, 'UniCredit Group' shall mean UniCredit S.p.A. and all companies controlled (directly or indirectly) by UniCredit S.p.A. and 'control' shall have the meaning ascribed to this term in the Credit Institutions Act.

4. The repayment of the obligations shall be made as set out in the Agreement, by bank transfer, whereby the Customer grants its consent for UniCredit Bulbank S.p.A. to carry out direct debit for the purpose of performing the payments under the Agreement in favour of the Creditor by debiting the Customer's account with the bank. All costs related to repayment of the loan at cash desk, by bank transfer or by other means for which a fee is payable shall be borne by the customer. 4.1. The Customer agrees to receive information on the status of its loan/obligation to the Creditor through the relevant electronic banking services of UniCredit Bulbank AD: Bulbank Mobile/'Bulbank Online', SMS, letter, voice message and/or email. 4.2. By signing the Agreement and the GTC, the Guarantor and the Solidary Debtor agree and undertake to be jointly liable with the Customer for the payment of its obligations under the Agreement in full. 4.3. The Customer shall be entitled, upon repayment of the principal under the Agreement, to receive, upon request and free of charge, at any time during the performance of the Agreement, a repayment plan for the payments made and to be made. The repayment plan shall specify the payments due and the relevant terms and conditions; the plan shall contain a breakdown of each instalment showing repayment of the principal, the interest calculated on the basis of the interest rate and, where applicable, any additional costs; where the interest rate is not fixed or where the additional costs may be modified in accordance with the loan agreement, the repayment plan shall clearly state that the information contained in the plan is valid only until a subsequent change in the interest rate or in applicable costs is made. 4.4. The Customer hereby grants UniCredit Bulbank AD its written consent to carry out direct debit in favour of the Creditor on the Customer's accounts with UniCredit Bulbank AD, in accordance with Regulation No 3 of the Bulgarian National Bank on the Conditions and Procedure for Opening Payment Accounts, for the Execution of Payment Operations and the Use of Payment Instruments, on the basis of which UniCredit Bulbank AD may collect, on the due date or thereafter, the amounts due under the loan, where the customer shall provide the necessary funds into the payment account specified in the Agreement.

5. The unused portion of the loan (regular and/or overdue debt), for the term of the Agreement, shall bear interest at a remunerative rate established for the relevant period under the interest rate plan as fixed annual interest rate or variable annual interest rate, formed by the variable reference interest rate agreed on an individual basis in accordance with the currency of the loan and its periodicity, applicable for the relevant interest period, within the framework of the respective interest rate plan, plus an agreed fixed (non-variable) premium for the duration of the relevant interest rate plan. 5.1. Interest accrual shall commence from the date of the first drawdown under the Loan. In the case of a variable

annual interest rate, each subsequent interest period shall commence on the first business day of the following calendar month, in accordance with the periodicity of the applicable reference interest rate. **5.2.** The following shall apply as reference interest rate in the case of a variable annual interest rate: **5.2.1.** Average deposit index (ADI). The applicable ADI shall be calculated by the Creditor as a weighted average interest rate on the entire volume of BGN deposits of the Non-Financial Enterprises and Households sectors in the banking system of the Republic of Bulgaria, as presented in the following tables from the Interest Statistics of the Bulgarian National Bank (BNB): 'Interest rates and volumes on balances on time deposits of the Non-Financial Enterprises sector', 'Interest rates and volumes on balances of overnight deposits and deposits, Interest rates and volumes on balances of overnight deposits and deposits agreed for use after notice of the non-financial corporations sector', 'Interest rates and volumes on balances of overnight deposits and deposits agreed for use after notice in the households sector', published on BNB's website at the following link:

http://bnb.bg/Statistics/StMonetaryInterestRate/StInterestRate/StIRInterestRate/index.htm ('the Tables'), obtained by weighting the effective annual percentage rate values directly derived from the Tables per customer category and type of leva deposits presented in the Tables through their volumes for the relevant month. The weighted average shall be determined by dividing the sum of the products of the effective annual percentage rate and the volume by relevant customer category and deposit type as reported in the Schedules prior to the end of each calendar month with data from the previous month by the sum of the volumes of all deposits in euro for that month as reported in the Schedules. Detailed information with examples of the calculation of the ADI are published on the Creditor's website (www.ucfin.bg). The current value of the ADI shall be published on the Creditor's website (www.ucfin.bg) on the first business day of each calendar month and shall apply from the first business day of the calendar month up to and including the day preceding the first business day of the following calendar month; or **5.2.2.** the Household Term Deposits Index (HTDI). The applicable HTDI shall be calculated by the Creditor as the weighted average interest rate on the volume of BGN-denominated household time deposits in the banking system of the Republic of Bulgaria, as presented in the following table from the BNB's Interest Statistics: 'Interest Rates and Volumes on Household Sector Time Deposit Balances', published on BNB's website at the following link:

http://bnb.bg/Statistics/StMonetaryInterestRate/StInterestRate/StIRInterestRate/index.htm ('the Table'), obtained by weighting the effective annual interest rate on fixed-term deposits in the household sector presented in the Table, directly derived from the Table, through their volumes for the respective month. Detailed information with examples of the calculation of HTDI shall be published on the Creditor's website(www.ucfin.bg). The current value of HTDI shall be published on the Creditor's website (www.ucfin.bg) on the first business day of each calendar month and shall apply from the first business day of the calendar month up to and including the day preceding the first business day of the following calendar month; or 5.2.3. The Base Interest Rate (BIR) announced by BNB pursuant to the Bulgarian National Bank Act and applicable from the first business day of the period determined by the BNB. 5.3. Where BNB ceases to publish data from any of the Tables referred to above on a continuous basis, and where the reference rate applicable under the Agreement (A) materially changes or (B) is no longer determined or, as the case may be, no longer exists or is no longer usable on the basis of (a) an official announcement made by the administrator of the relevant reference rate, the supervisory authority of such administrator, an insolvency authority, an authority with restructuring powers of the relevant administrator, a court or an entity with capacity on issues related to the insolvency and restructuring of the relevant administrator, (b) revocation of the rights of an administrator to prepare the relevant reference rate, (c) a prohibition under applicable law, or (d) an official statement or information from a supervisor that the relevant reference interest rate is no longer representative and, as a result, the Creditor finds itself unable to calculate a reference interest rate applicable under the Agreement, the Creditor shall, in accordance with legal requirements, implement an Action Plan approved by its Board of Directors, including upon termination of a benchmark pursuant to the GTC or Article 33a(5) of the Consumer Credit Act and Article 28(2) of Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (OJ L 171/1 of 29 June 2016).

At the time of implementation of the Action Plan under the preceding sentence, the new interest rate under the Agreement may not be higher than the interest rate under the Agreement before such time. Pending entry into force of the Action Plan, the Creditor shall apply the last calculated value of the reference interest rate applicable under the Agreement. The Action Plan shall not apply in the event that a substitute for the reference interest rate applicable under the Agreement is statutorily determined. **5.4.** In the case of loans repaid by annuity instalments, the annual interest rate on the loan shall automatically change (increase/decrease) in accordance with the change in the agreed applicable reference interest rate, provided that the change is more than 0.25 (zero point twenty-five) percentage points compared to the applicable reference interest rate in force at the time of the change. **5.4.1**. Where a fixed annual interest rate is applicable under the Agreement, the change referred to in the preceding sentence shall not apply; **5.5.** In the case of loans repaid by equal monthly instalments on the principal, the annual interest rate on the loan shall automatically change (increase/decrease) by the amount of the announced change in the agreed and applicable reference interest rate according to its periodicity, whereby the amount of the interest rate, as set out in clauses 5.4 and 5.5, by providing the customer of any change in the reference interest rate, as set out in clauses 5.4 and 5.5, by providing the customer with a statement of loan movement, which shall also indicate the amount of the amended repayment instalments. Notification shall also be made by posting the reference interest rate in force at the time of the change on the Creditor's website. The Creditor shall provide, free of charge, the customer with information on loan movement through the electronic banking services of UniCredit Bulbank AD, namely Bulbank Mobile/Bulbank Online and/or by email. If the customer does not use the electronic

Online and has not specified an email where such information can be provided or the specified email is outdated, incorrect or non-existent, the information shall be provided by the Creditor upon request. 5.7. The change shall come into effect automatically from the date of announcement, as set out in clause 5.2, of the new value of the reference interest rate according to its periodicity, while maintaining the fixed (non-variable) surcharge specified in the Loan Agreement and without the need for an additional agreement between the parties. 5.8. The Customer may, at any time during the term of the Agreement, inform itself of the specific amount of the reference interest rate applicable to the loan, which shall be announced on the relevant date, as described in clause 5.2, as well as on the Creditor's website. 5.9. By changing the reference Interest rate in force for the relevant interest period, the parties to the Agreement accept the interest terms of the Loan as automatically changed, with the new reference interest rate replacing the changed reference interest rate, subject to the agreed surcharge. The interest rate terms so amended shall be binding on the parties and shall bind them without the need for formal amendment of the Agreement. In the event of disagreement with the amendments to the Agreement and/or the GTC made on the grounds provided for therein, the Customer shall be entitled to repay the amounts drawn down and the interest, fees, commissions and expenses accruing thereon and in accordance with the Agreement in full, counted from the date of repayment of all amounts due to the Creditor and to terminate the Agreement early. 5.10. Where a change in the interest rate results from a change in the reference interest rate and the new reference interest rate has been made publicly available by appropriate means and information about the new reference interest rate and its components can be found on the Creditor's website, information about the change shall be provided to the Customer from time to time. 5.11. In the event of delay of a repayment instalment under the repayment plan, the overdue instalment shall bear interest for the period of delay at the rate of the statutory interest rate. 5.12. Interest shall be charged on the debt on the basis of the actual number of days in the month/360. Interest on a regular debt shall be payable monthly or at the frequency and on the due date set out in the repayment plan, and compensation (penalty) for late payment shall be charged for each day of default and shall be immediately payable. 5.13. Fees and commissions shall be determined and specified in the Agreement and subsequent annexes thereto. 5.14. Where applicable, the Customer shall pay an early repayment fee as follows: 1% (one percent) on the early repaid portion of the loan when the remaining term of the Agreement is greater than one year; 0.5% (zero point five percent) on the the early repaid portion of the loan when the remaining term of the Agreement is less than one year. The relevant commission shall be paid together with the amount payable upon early loan repayment. The Application for early repayment shall have its legal and termination effects in respect of the early repaid portion from the time of its transfer in full or in part in repayment of the obligations under the Agreement. In the event of partial repayment, the Customer shall be entitled to a reduction in the total cost of the loan; such reduction shall apply to interest and all other costs for the remaining the term of the Agreement. 5.15. All fees, commissions and other administrative and legal expenses expressly provided for in the Agreement as being payable by the Customer, as well as all expenses, other than management expenses, incurred by the Creditor on behalf of the Customer by virtue of the law and/or the Agreement for additional services used in connection with the performance, collection of the Creditor's claims and final repayment of amounts due under the Agreement, shall be borne by the Customer. In the event of acceleration or termination of the Agreement, the same shall remain due until their final repayment, including under an enforcement procedure.

6. The Creditor may establish and grant certain preferential conditions for the use of certain loan products, and each Customer may benefit from the said preferential conditions only to the extent and as long as it meets the requirements for their use and has agreed on their use with the Creditor. If preferential terms have been agreed, the same shall be described in the Preferential Terms Appendix to the Agreement. 6.1. Where at any time the Customer fails to meet or ceases to meet the requirements for such preferential terms, the Creditor shall reinstate, in respect to the Customer, the standard terms set out in the Agreement by notifying the Customer through the electronic banking services of UniCredit Bulbank AD: Bulbank Mobile/Bulbank Online and/or by email.

7. Where the loan is granted for the purchase of goods or services, the customer's obligations shall arise from the moment of delivery of the goods or provision of the service. 7.1. In the case of the sale of goods or the provision of services of continuous performance, the customer's obligation shall arise from the first delivery of the goods or service provision and shall terminate when such delivery ceases. 7.2. The seller of the goods or the supplier of the service shall not be obliged to deliver the goods or provide the service to the Customer prior to being notified by the Creditor of the granting of the loan and prior to expiry of the 14 day period within which the Customer may cancel the Agreement. Any delivery of goods or provision of services prior to expiry of the period during which the Customer may withdraw from the Agreement shall be at the expense of the seller of the goods or provider of the service. 7.3. The Agreement for the sale of goods or the provision of services financed by the loan shall be terminated if: 7.3.1. the Creditor fails to notify the seller of the goods or the provider of the service of the granting of loan within 7 working days of Agreement conclusion; 7.3.2. The Customer exercises the right to withdraw from the Loan Agreement; 7.3.3. The contract for the sale of goods or the provision of services is not terminated when the Customer pays the unit selling price of the goods or services prior to expiry of the period referred to in clause 7.2; 7.4. Upon termination of the contract for the sale of goods or the provision of a service pursuant to clause 7.3, the seller of the goods or the provider of the service shall reimburse the customer for any amounts paid in advance by the customer. 7.5 Where the seller or supplier does not satisfy the rights of the Customer upon granting of the loan for the acquisition of goods or services, the latter shall be entitled to pursue its claims against the Creditor under the Agreement. 7.6. In the cases referred to in clause 7.5, the customer shall be entitled to claim from the Creditor compensation for the difference between what has been agreed and what has actually been delivered, provided that all of the following conditions are met: 7.6.1. the customer has obtained a loan for the acquisition of goods or services from a person other than the seller or supplier; 7.6.2. a prior agreement has been concluded between the Creditor and the

seller of the goods or supplier of the service, according to which loans for the acquisition of the goods and services offered by the seller or supplier shall be provided only by the Creditor; **7.6.3.** the customer has obtained a loan within the agreement under clause 7.6.2; **7.6.4.** the goods or services for the acquisition of which the loan has been obtained have not been delivered to the consumer, have been partially delivered or do not conform to the contract of sale or delivery, and **7.6.5.** the Customer has asserted its right to compensation against the seller/supplier but has not been satisfied. **7.7.** Where the Customer exercises the right to withdraw from the contract entered into for the supply of goods or services, it shall not be bound by the provisions of the Agreement.

8. Where the Agreement is concluded between the Creditor and the Customer as a contract for the remote provision of financial services through the system for provision of remote consumer loans organized by the Creditor, including but not limited to the use of the following means of remote communication: a) the Creditor's electronic platform for customer loans Smart UCCF (the System), accessible to the Customer through a secured connectivity to the relevant website of the seller of the goods/service provider; b) the Creditor's e-mail address noreply@unicreditconsumerfinancing.bg, which is technically connected and is an integral part of the System; c) the Customer's e-mail address, which the User has indicated in the Loan Application and in the Contract; d) the online store of the seller of the goods/service provider, with technical connectivity to the System; e) a mobile Short Message Service (SMS); f) the Internet; g) a personal computer, tablet, mobile phone and/or any other fixed or portable device allowing electronic communication; h) a telephone; i) an electronic signature. 8.1. The contract shall be concluded in writing, on a durable medium, in the form of an electronic document. For the avoidance of doubt, the durable medium on which the Customer's copy of the Agreement is stored shall be the Customer's e-mail address as indicated by the latter in the Loan Application and the Agreement and/or the hard disk of the Customer's computer and/or the technical memory of the Customer's relevant device and/or external storage (cloud) under the Customer's control on which the Customer's e-mail address is stored. 8.2 Where, on the basis of a check carried out in the Central Credit Register maintained by the Bulgarian National Bank or in any other database used in the Republic of Bulgaria to assess the creditworthiness of customers, the Creditor refuses to grant the loan, the Creditor shall promptly notify the Customer, free of charge, of the result of such check and of the information on the customer contained in the register. In this case, the notification shall be sent to the e-mail address specified by the Customer. 8.3. The conclusion of the Agreement shall take place under the terms and conditions of the GTC and in compliance with the Remote Financial Services Act (RFSA), the Consumer Credit Act (CCA), the Electronic Document and Electronic Signature Act (EDESA) and all other relevant provisions of valid Bulgarian legislation. Agreement conclusion will be carried in compliance with the following procedure: 8.3.1. The loan shall be granted at the initiative of the Customer where the Customer shall submit a Loan Application via the online store of the seller of the goods/service provider. The Customer shall generate the Loan Application after selecting the relevant good/service that it wants to acquire with the loan from the online store of the seller of the good/service provider. In this Loan Application, the Customer shall select and fully specify the desired financial parameters of the loan, according to the set options. When completing the Loan Application, the Customer shall provide the required personal data for the purpose of processing of the Application, including for the purpose of creditworthiness verification in connection with the Loan Application on behalf of the Creditor and contract conclusion, including: names as per official ID, address, telephone and e-mail. Verification of the Customer's creditworthiness shall be carried out after the Customer has given its explicit consent to the processing of its personal data for the purposes referred to in the preceding sentence, and also on the basis of the statutory requirements for consumer loans and on the basis of the steps taken at the initiative of the Customer prior to the conclusion of the Agreement (Loan Application). Consent shall be given by the Customer placing a tick (or other marker) in the blank space in front of the text granting consent to the processing of personal data. Upon receipt of the Loan Application, the Creditor shall send the relevant pre-contractual information at the Customer's email address in the form of a Standard European Form, in accordance with the requirements of Article 5 of the CCA, in conjunction with Article 8 of the RFSA. The Creditor shall ensure proper technical connectivity between the System and the online store of the seller of the goods/service provider for the proper administration and processing of the Credit Application. 8.3.2. Customer Identification:

Upon confirmation of the details provided, Customer identification may be requested via a mobile application. Upon successful identification, the Loan Application shall go through a loan verification process or the System may generate and send an SMS containing the individual Personal Identification Code (PIC) generated by the System to the mobile phone number provided by the Customer. It is expressly agreed that the entry of the PIC, the provision of consent to the processing of personal data and the verification by the Customer by clicking 'Next' shall be deemed to be a signed declaration of the Customer consenting to the processing of its personal data in accordance with clause 10. After entering the PIC, the Customer shall fill in an additional electronic form in accordance with the steps set by the System and submit the Loan Application with the corresponding confirmation button. Prior to pressing the confirmation button, in the said additional electronic form, for the purposes of this clause. **8.3.3**. Upon approval of the Customer's Loan Application, the Creditor shall send the GTC in pdf format attached to the email. In the said email, the Creditor may send the Customer or, in the said email, the Creditor may send the Customer or, in the said SMS and e-mail, with the Agreement and GTC attached to the e-mail, shall constitute a signed expression of intent by the Creditor proposing to the Customer to enter into a loan agreement on the terms and conditions described in the attached loan agreement and GTC. **8.3.4**. The Agreement shall be deemed to be concluded at the moment when the Customer signs the

Agreement with an electronic signature in the mobile application or confirms and activates the confirmation and activation link sent to him by the Creditor with the e-mail under clause 8.3.3 and the electronic notification of the signed Agreement or activation of the link reaches the Creditor's System. It is expressly agreed that the signing of the Agreement with an electronic signature in the mobile application or the activation of the link by the Customer shall have the effect of a digitally signed, within the meaning of Article 13(1) of the Electronic Document and Electronic Signature Act, expression of the Customer's shall to accept the offer for Agreement conclusion and the GTC. This expression of the shall of the Customer shall also be objectified through the corresponding technical record in the System, created automatically upon signing of the Agreement with an electronic signature in the mobile application or activation of the link by the Customer. 8.3.5. The Creditor and the Customer agree and consent that the electronic signatures of the Customer and the Creditor placed in accordance with clause 8 shall have legal effect in their relations equivalent to a handwritten signature. 8.3.6. The Creditor shall expressly warn the Customer that the option of signing the Agreement digitally in the mobile application or via the activation link referred to in clause 8.3.3 shall have a validity period of 72 hours. after the expiry of which a Loan Agreement cannot be concluded without the submission of a new Loan Application. 8.3.7. For the purpose of assessing the creditworthiness of the Customer and verifying its identity, the Creditor shall have the right, through its employees and representatives, to contact the Customer also by telephone at the telephone number provided by the latter. The Creditor shall ensure that its employees/representatives properly identify themselves to the Customer and clarify the purpose of the call. Refusal by the Customer to provide the requested information could result in the Creditor refusing to extend the loan. 8.3.8. In the event that the customer provides false information when completing the Loan Application, the Creditor shall have the right to refuse to enter into a loan agreement.

**9.** The Customer shall have the right, without owing compensation or penalty and without having to provide any reason, to withdraw from the Agreement within 14 days from: **a.** the date of Agreement conclusion, or **b.** the date on which the Customer receives the GTC of the Agreement and the information referred to in <u>Article 11</u> of the CCA, where such date is after the date referred to in 'a' above. **9.1.** The right of withdrawal from the Agreement shall be deemed to be exercised where the Customer sends a notification to the Creditor prior to expiry of the deadline referred to in clause 9. The notification referred to in the preceding sentence must be made on paper or other durable medium to which the Creditor has access, in a manner that can be evidenced in accordance with applicable law. **9.2** Where the Customer exercises its right of withdrawal from the Agreement, it shall repay to the Creditor the principal amount, without undue delay and not later than 30 calendar days from the date of dispatch of the notice to the Creditor regarding such exercise of the right of withdrawal. Interest shall be calculated on the basis of the interest rate agreed in the Agreement. **9.3.** The Customer's withdrawal from the Agreement shall be calculated on the basis of the interest rate agreed in the Agreement. **9.3.** The Customer's withdrawal from the Agreement shall be calculated on the basis of the interest rate agreed in the Agreement. **9.3.** The Customer's withdrawal from the Agreement shall take effect and the Agreement shall be terminated if the notification is made within the time limit and in accordance with the procedure set out in clause 9.1 and the condition set out in clause 9.2 is fulfilled. Where the right of withdrawal from the Agreement is exercised, the Creditor shall not be entitled to demand and collect compensation from the Customer, except for compensation for costs incurred by the Customer to public administrative authorities, which are not reimbursable. **9.4.** In exercising his right of withdrawal from

**10.** Information on personal data processed by UNICREDIT CONSUMER FINANCING EAD (UCCF), in accordance with Regulation EU 2016/679 (General Data Protection Regulation): UCCF processes your personal data for the purposes of carrying out credit activities and managing customer relationships before and/or during the conclusion of consumer loan agreements, including those used via payment cards. If you apply for a loan product, UCCF shall need to process your personal data for the purposes of assessing your creditworthiness. Also, if you have given your consent, your personal data shall be processed for direct marketing purposes by analysing information about your preferences and consumption habits and promoting the products and services offered by UCCF. Your personal data may be processed to study your satisfaction and to improve customer service, unless you object to this. Your data shall also be processed for the purposes of risk analysis, improving our products and providing improved customer experience, as well as to monitor the activities of external service providers, for security and safety reasons, and to prevent fraud. UNICREDIT CONSUMER FINANCING EAD is required by law to process your personal data for the purposes of preventing money laundering and terrorist financing. UCCF is obliged under the Anti-Money Laundering Measures Act (AMLA) to identify the person carrying out the transaction, i.e. to process personal data from the relevant identity document, including where the person is not its customer. This processing also includes fulfilment of the legal obligation to verify and take a copy of the identity document, and the operations in question may be carried out using technical means permitted by law. The data shall be processed and stored for the period and purpose set out in the AMLA. Your personal data shall only be processed for the purposes for which it was collected.

UCCF processes personal data in the presence of at least one of the grounds for processing, namely: consent provided by you; where you wish to enter into or have already entered into a contract with UCCF; for the purposes of compliance with a legal obligation; for the purposes of the legitimate interests of UNICREDIT CONSUMER FINANCING EAD. If you fail to provide your personal data, UCCF shall not be able to provide you with the service you are requesting.

Where provided for by law or agreed in your contract, UNICREDIT CONSUMER FINANCING EAD may disclose personal data to different categories of recipients:

- ✓ public authorities, institutions and establishments, auditors supervising the activities of UCCF or the compliance with a law applicable to UCCF or data subjects. These may be, for example, the BNB, the Financial Supervision Commission, the Data Protection Commission, the National Revenue Agency, the State Agency for National Security, the Ministry of the Interior, a court, a prosecutor's office, etc.;
- to processors acting under the authority of the UCCF (including persons assisting in connection with the servicing and collection of claims of the controller);
- to persons related to the UCCF, including companies of the UniCredit Group, where there are justified legitimate interests of UNICREDIT CONSUMER FINANCING EAD. On various processes related to direct marketing, customer needs analysis, risk assessment, fraud prevention, loan exposure assessment, connectivity assessment, maintenance and management of information systems, regulatory reporting, sale of products and services, etc., UNICREDIT CONSUMER FINANCING EAD, UniCredit Bulbank AD, UniCredit Leasing EAD, UNICREDIT INSURANCE BROKER EOOD and UniCredit Fleet Management EOOD may act as joint controllers and jointly determine the purposes and means of processing personal data;
- in order to make enquiries and obtain information related to the assessment of your creditworthiness, when you have expressed a wish to enter into a contract with UCCF, with the Central Credit Register of the BNB, the National Revenue Agency, the National Social Security Institute, State Agency for Civil Registration and Administrative Services with the Ministry of Regional Development and others;
- $\checkmark$  to third parties where there is a valid legal basis for the disclosure;
- ✓ to partners providing loan intermediation services, insurance products and other services in cooperation with UNICREDIT CONSUMER FINANCING EAD, only for clients who use these services;
- ✓ when transferring (assigning) claims to third parties, subject to the requirements of the legislation in force in the country.

UNICREDIT CONSUMER FINANCE EAD does not normally transfer personal data to third countries or international organizations. However, if necessary, the provisions of the General Data Protection Regulation shall be observed.

UNICREDIT CONSUMER FINANCING EAD shall process your personal data for the periods established in valid national legislation and by regulatory supervisory authorities. Personal data for which there is no explicit legal/supervisory obligation to store shall be deleted after the purposes for which the personal data was collected and is processed have been achieved.

When applying for a loan product, you may be subject to automated decision-making involving profiling when your creditworthiness is assessed. This type of decision making is necessary for contract conclusion. For this purpose, various checks shall be carried out in UCCF databases and official national registers, which lead to the decision based on predefined criteria. It is possible to receive an offer for this type of product if you have previously given your consent to the processing of your personal data for direct marketing purposes. The decision whether to accept the offer is entirely yours.

We inform you that according to the General Data Protection Regulation you have the right to request access for the purposes of rectification, erasure or restriction of the processing of your personal data, as well as the right to data portability. You can object to processing based on legitimate interest. Where consent has been given for a specific purpose, you may withdraw it at any time, without prejudice to the lawfulness of the processing prior to consent withdrawal.

More information about the personal data that UNICREDIT CONSUMER FINANCING EAD processes can be obtained on the website of UCCF, <u>https://www.unicreditbulbank.bg/en/ucfin/</u>, Personal Data Protection section, as well as on site at a convenient office.

The Data Protection Officer of UCCF can be contacted via the following contact details: DPO@UniCreditGroup.BG, 7, Sveta Nedelya Square, 1000 Sofia, Republic of Bulgaria.

If you believe that your rights regarding the processing of personal data have been violated, you may file a complaint with the Personal Data Protection Commission.

By signing these General Terms and Conditions, I declare that I am familiar with the Information on personal data processed by UNICREDIT CONSUMER FINANCING EAD, in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation).

11. A record of the provision of the pre-contractual information and the parties' statements. The Customer, the Guarantor and the Solidary Debtor expressly consent to the pre-contractual information as well as the statements made by telephone, other means of remote voice, video or e-mail being recorded by the Creditor; this record shall have evidentiary value for establishing the circumstances contained therein insofar as they concern the relationship between the Creditor and the Customer and/or the Guarantor and/or the Solidary Debtor in relation to the occurrence, existence, performance or non-performance, repayment and/or processing of the sound recordings shall be carried out by the Creditor in accordance with Bulgarian and European legislation on the protection of personal data, and in respect thereof the Customer, the Guarantor and the Solidary Debtor shall have the rights referred to in paragraph 10 above and governed by Chapter Three of Regulation (EU) 2016/679.

**12.** Disputes with the Creditor. **12.1.** The Customer may submit any objections by email or fax, as indicated on the Creditor's website, or by a signed hard copy letter to the Creditor's registered office address or any bank branch/office of UniCredit Bulbank AD. The Creditor shall be obliged to make a decision and return a written reply to the customer regarding its decision on the received objection, within 30 (thirty) days of its receipt. **12.2.** The Customer also has the right to submit objections related to the Agreement to the Consumer Protection Commission at the following address: Sofia 1000, 1, Vrabcha Street, floors 3, 4 μ 5. **12.3.** The Customer shall have the right to refer to the relevant conciliation

committees established under Articles 182–184 of the Consumer Protection Act when its rights and legitimate interests are violated. Where the Creditor fails to make a decision within 30 (thirty) days from receipt of the objection and where the Creditor's decision does not satisfy the Customer, the dispute may be referred to the conciliation committees established pursuant to Articles 182–184 of the Consumer Protection Act. **12.4.** The aforementioned proceedings shall not preclude the resolution of claims or disputes between the Creditor and the Customer, the Guarantor and the Solidary Debtor in relation to their contractual relations and the GTC by the competent court. Bulgarian law shall apply.

13. Modification of the General Terms and Conditions. 13.1. The Creditor shall notify the customer of any amendment to the GTC within 7 days of the occurrence of such circumstance, by: sending an electronic message to the email address of the Customer/Guarantor/Solidary Debtor specified in the Agreement; sending an SMS to the mobile phone number of the Customer/Guarantor/Solidary Debtor specified in the Agreement; or through the e-banking services of UniCredit Bulbank AD, namely Bulbank Mobile/Bulbank Online, provided that the Customer/Guarantor/Solidary Debtor uses these services and has agreed to receive messages from the Creditor in connection with the execution of the Agreement to the said email/mobile phone number or through the e-banking services of UniCredit Bulbank AD, namely Bulbank AD, namely Bulbank Mobile/Bulbank Online. 13.2. Information that the changes are available on the Creditor's website shall be communicated to the Customer, the Guarantor and the Solidary Debtor in the manner specified in clause 13.1. 13.3. Where the Customer disagrees with the amendments to the GTC, the Customer may withdraw from the Agreement without having to provide any reasons and without being liable for compensation or penalty, or continue to perform it under the GTC in force prior to the amendment. 13.4. The Customer shall exercise the right under clause 13.3 by giving written notice to the Creditor within one month of receipt of the notification under clause 13.2. 13.5. Clause 13.3 shall not apply in cases where the amendment to the GTC is as a result of an order or instructions of a competent authority. 13.6. Amendments to the GTC shall be binding on the Customer under the Agreement where the Customer has been notified of them under the terms of clause 13.2 and has not exercised its rights under clauses 13.3 and 13.4.

14. Delay in payments, interest for delay, termination of loan relations. 14.1. In the event of default in the payment of amounts due by the Customer, the Guarantor and the Solidary Debtor under the Agreement and the GTC, in addition to the agreed interest, the Creditor shall be entitled to receive from the Customer, the Guarantor and the Solidary Debtor, in addition to all overdue and unpaid amounts, compensation in the amount of the annual statutory interest divided by 360 days for each day of delay calculated on the overdue principal amount due. The imposition of the compensation referred to in the preceding sentence shall not preclude the payment of the agreed interest, due and payable daily, on the overdue principal for each day of delay. The Customer, the Guarantor and the Solidary Debtor shall be liable for the costs, if any, of enforced collection of the amounts due to the Creditor in accordance with the statutory procedure. The Creditor may also transfer the collection of such amounts to a third party without the prior consent of the Customer, the Guarantor and the Solidary Debtor on the basis of Article 6(1)f of Regulation (EU) 2016/679, of which right of the Creditor the Customer, the Guarantor and the Solidary Debtor shall be deemed notified by signing the Agreement, accepting the GTC and signing the Loan Application and Information on Personal Data Processed by UNICREDIT CONSUMER FINANCING EAD, in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation). 14.2 In the event of default in five consecutive repayments of the loan (principal and interest), the Creditor may terminate the Agreement by giving the Customer a two-week period to repay the amounts due from the date of receipt of the notice, with a written warning that the Agreement shall be deemed terminated following expiry of such period. 14.3. The Agreement shall be terminated: 14.3.1. Upon final payment and discharge of all claims of the Creditor subject thereto; 14.3.2. Upon exercise of the right of cancellation referred to in clause 9; 14.3.3. On other contractual or statutory grounds. 14.4. By signing the Agreement, the Customer agrees that the Creditor shall have the right to transfer, on the basis of Article 26 of the Consumer Credit Act and Article 99 of the Obligations and Contracts Act, its claims under the Agreement to a third party. In this case, the Creditor shall inform the Customer, the Guarantor and the Solidary Debtor of the transfer of its claims under the Agreement at the address and/or email supplied by the Customer, the Guarantor or the Solidary Debtor in the Agreement.

**15.** The Customer, the Guarantor and the Solidary Debtor undertake to notify the Creditor of any change in the personal data provided, including contact details. All letters, documents, notices of performance and any information sent by the Creditor by return receipt in relation to the drawdown, use and repayment of the loan, the amounts due under the loan, including fees and commissions, to the address indicated by the Customer, Guarantor, Solidary Debtor, which are returned as unreceived and/or unclaimed, including because the respective addressee has changed its correspondence address, email or mobile phone number, without notifying the Creditor in writing, shall be deemed to have been duly served from the date of their dispatch and shall be attached to the loan file.

**16.** Liability of Guarantor and Solidary Debtor. **16.1.** By signing the Agreement, the Guarantor agrees, subject to Articles 138–148 of the Obligations and Contracts Act (OCA), to be jointly liable with the Customer. **16.2.** By signing the Agreement, the Solidary Debtor agrees to be jointly liable with the Customer, on the basis and subject to the conditions of Article 121–127 of the OCA. **16.3.** The spouse of the customer is always a Solidary Debtor under the Agreement. **16.4.** The Guarantor and the Solidary Debtor declare that they have read and accept the GTC and undertake, as Guarantor/Solidary Debtor, to ensure full and faithful performance of all obligations of the Customer under the Agreement and the GTC.

The Agreement shall come into force as from the date specified at the beginning of thereof. Where the Agreement and the GTC are not digitally signed, each page shall be signed by the representative of the Creditor/Credit Intermediary, the Customer, the Guarantor and the Solidary Debtor. I confirm that I have received a copy of the GTC and pre-contractual information under the Consumer Credit Act.