



**GENERAL TERMS AND CONDITIONS
FOR OPENING, SERVICING AND CLOSING
OF TIME DEPOSITS OF LEGAL ENTITIES
AND SOLE TRADERS**

I. OPENING AND KEEPING

1. UniCredit Bulbank accepts on deposit funds in national and foreign currency from local and foreign legal entities and sole traders on the grounds of a received written template Application, filled-in and signed by the Holder of the deposit account through its legal representatives or persons, authorized by them. The deposited amount is accounted for and kept on a deposit account, opened in the name of the Holder.
2. The deposit account is replenished through its crediting with the amount of the deposit, with which a current account of the Holder is debited, opened and kept with the Bank.
3. The deposit shall be opened upon observance of the requirement for a minimum initial amount, for a term and in currency pursuant to the Interest Bulletin of the Bank.
4. Disposing with the funds on the account shall be performed by the Holder through its legal representatives or any authorized by them persons, indicated and authorized for this by virtue of the attached to the Client's file, as an inseparable part of the Template Application, specimen of the signatures of the persons with rights of disposal under the account and the way of their use.
5. The Account Holder, or its proxy, respectively, shall be obliged to immediately inform the Bank in writing upon occurrence of any circumstances that are significant for its identification as an Account Holder/Proxy and/or for keeping the account (changes to the Deed of Establishment of the Holder, changes to the registration and address of the Holder, revocation of a power of attorney, death of a Proxy, winding-up of the legal entity of the Holder, loss, theft or destruction of an identity card, and/or a power of attorney, etc.).
6. During the term of the deposit additional paying-in funds on the deposit shall not be allowed. Any additional paying-in funds on the deposit shall be considered breach of the terms and conditions of the opened deposit.
7. The Holder may dispose with the cash available on the deposit partially or fully on the maturity, only through transferring funds to a current account of the Holder, opened and kept with the Bank.
8. A transfer from the deposit account to the current account shall not be allowed, in case the cash available on the deposit account after the transaction would remain less than the minimum required balance, pursuant to the Interest Bulletin of the Bank.
9. In case the maturity date of the deposit is a non-business day, the Holder may dispose with the funds from the deposit on the first business day thereafter.
10. The Bank shall provide to the Account Holder information about his/her account in the form of a statement from it.
The statements shall be provided upon request on the part of the Holder, or his/her proxy, respectively, at the cash desks of the Bank or they shall be sent to the given address for correspondence, or by putting them in bank boxes of the Holder or in customer files, or in the way specified in the Application, in accordance with the Account Holder's.

Raising no objections on the part of the Holder, within 15 days from the date of delivering the statement to him, against the data included in the delivered statement from the deposit account as per the way specified above, shall be considered confirmation of the correctness of the data and consent of the Depositor with it, as well as with all the operations, performed under the deposit account by them and/or by third parties.

II. INTEREST RATES, FEES AND COMMISSIONS

11. After the expiration of the term for which the deposit was opened, in case the terms and conditions of the deposit were not breached, the Bank shall accrue interest in the amount pursuant to the Interest Bulletin, valid as to the date of opening the deposit.

12. The deposit may be renewed on its maturity at the request of the Holder or of its authorized representative through an explicit, notary certified power of attorney, whereby upon lack of such request, the deposit shall be considered automatically renewed for the same term and upon the terms and conditions of the Interest Bulletin, effective as to the date of renewal of the deposit.

13. Upon early termination of the deposit, the Bank shall accrue and pay for the period from its opening/last renewal until the day of the operation, an interest rate, applied on current accounts, pursuant to the Interest Bulletin, effective as to the date of the interest accrual.

14. Pursuant to the requirements of Ordinance No 3 of BNB on the Terms and Procedures for Execution of Payment Transactions and Use of Payment Instruments the Bank preserves its right to automatically:

- collect its due and payable receivables for opening, keeping, maintaining and closing of a bank account, servicing of operations and interest rates from the cash available on it or on any other account of the Client with it;
- debit any funds, which were received without being due and payable in result of wrong instructions and/or technical errors on accounts of its client (non-authorized recipient) from the cash available on them or from the cash available under any other account of the client with it.

Provided the accounts are in different currencies, the Bank shall apply the announced by it buy/sell exchange rates for bills payable in foreign currency to the date of the operation.

15. The Bank shall be entitled to automatically block the account of an Account Holder with it, to the amount and until the term of collection by means of direct debit of any undue and ungrounded amounts received on the account upon and resulting from unauthorized by the ordering party transfer due to an error and/or on-line computer fraud.

III. CLOSING

16. The deposit account shall be closed:

- by order of the Holder;
- automatically, in case within two consecutive months it has had zero balance.

IV. BANK CONFIDENTIALITY AND APPLICABLE LAW

17. The confidentiality of the account shall be observed. Information about the transactions and the cash available under the deposit account may be provided only to its Account Holder and/or to persons explicitly authorized by it as per the respective regulations, as well as to the competent authorities, upon observance of the legal procedure.

18. The Account Holder shall be obliged not to disclose to third parties the data related to its accounts with the Bank, neither in any other way to create prerequisites for access to information, data and documents, related to its accounts, taking every possible measure to prevent any unauthorized persons from performing operations under them.

19. By signing the Application , the Account Holder shall provide its consent and authorize the Bank to provide information, which is a bank secret or personal data of the representatives of the Holder to its attorneys, accountants, auditors and other external consultants and persons working for the Bank, as well as to other financial institutions in the country and abroad, provided 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 and services.

20. Upon receipt of a distress warrant by legally authorized bodies against a deposit account in national and foreign currency, it shall be executed pursuant to the provisions of the effective legislation.

21. The Bank shall not be held responsible for blocked amounts by another Bank, acting as a participant in the payment process, during the execution of payments by order /in favour of natural persons and legal entities and countries, which are subject to restrictions and/or penalties.

22. The interests on deposits of non-residents legal entities shall be levied final tax with the source upon the terms and conditions of the effective legislation.

V. SUPPLEMENTARY PROVISIONS

23. UniCredit Bulbank shall be entitled to unilaterally change these General Terms and Conditions (GTC), the Tariff on the fees and commissions for legal entities and sole traders and the Interest Bulletin, whereby it shall be obliged to notify the Account Holder of the occurred changes, announcing them in an appropriate way in the premises, to which the clients have access, as well as through their publishing on the Intranet web page of the Bank.

24. 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.

25. All cash funds of the Account Holder, deposited on deposit accounts with the Bank, including any interests accrued thereon, are guaranteed by the Bulgarian Deposit Insurance Fund in accordance with the applicable regime and the maximum amount of the guaranteed total amount established under the Bank Deposits Guarantee Act.

26. The provisions specified in item 25 shall not be applied and the guaranteed bank deposit amounts shall not be reimbursed by the Bank with regard to:

26.1. Individuals who have acquired rights on the deposited funds in result of executed transactions of disposal with the account during the action of the measures under Art.116, Par.2, point .2 and 3 of the Law of Credit Institutions and after the date of issuance of an act under Art. 20, Par. 1 of Law on Bank deposits guarantee.

26.2. banks, where deposits are made on their own behalf and for their account; financial institutions under Art. 3 of the Law on Credit Institutions; insurers and reinsurers under Art. 8 of the Insurance Code; pension insurance companies and funds for compulsory and voluntary pension insurance; investment intermediaries; collective investment schemes, national investment funds, alternative investment funds and special investment purpose vehicles; budget organizations under § 1, p. 5 of the additional provisions of the Public Finance Act; the Fund for Compensation of Investors, the Bulgarian Deposit Insurance Fund, and the Guarantee Fund under Art. 287 of the Insurance Code.

26.3 No deposits are guaranteed that result from, or are related to transactions or actions constituting money laundering within the meaning of Art. 2 of the Law on Measures Against Money Laundering or terrorist financing within the meaning of the Law on Measures Against Terrorist Financing established by a final verdict.

26.4.No deposits are reimbursed the owner of which has not been identified under Art. 3 of the Law on Measures Against Money Laundering as at the date of issuance of an act under Art. 20, par. 1 of the Law on Bank deposits guarantee.

26.5. No amounts are reimbursed on accounts where there have been no transactions initiated by the depositor for the last 24 months preceding the date of issuance of an act under Art. 20, par. 1 of LBDG, and where the balance on each such account is less than BGN 20.

27. The Deposit Insurance Fund shall repay the guaranteed amounts of the deposited funds through a commercial bank specified by its Management Board.

27.1. In case of an account in foreign currency, the depositor shall be repaid the equivalent amount in BGN of the guaranteed amount, converted by the exchange rate of the Bulgarian National Bank on the starting date of repayment of the deposit guarantee.

28. These General Terms and Conditions are drawn up on the grounds of art. 57 of the Credit Institutions Act and art. 298 of the Commerce Act, adopted by the Management Board of UniCredit Bulbank AD pursuant to a decision under Minutes No. 4 of 27.01.2010, and entering into force as of 01.02.2010, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 58 of 25.11.2015, entering into force as of 15.12.2015. They are an inherent and inseparable part of any Application and confirmation for opening, servicing and closing of time deposits of legal entities and sole traders and shall be considered in their integrity as one whole document.

29. Upon applying of these GTC, the requirements of the following legal documents shall be observed: Payment Services and Payment Systems Act, BNB Ordinance No 3 on the Terms and Procedures for the Execution of Payment Transactions and Use of Payment Instruments, as well as other applicable regulations on the banking activity, the Tariff on the fees and commissions for legal entities and sole traders and the Interest Bulletin of UniCredit Bulbank.