

UniCredit Bulbank is a joint stock company, registered with the Sofia City Court and entered in the Commercial Companies Register under *company file No 210/1990* under No 503, volume 5, p. 99.

The Bank's Tax number is 1222017056; BULSTAT number - 831919536 U.

UniCredit Bulbank has its registered seat and management address: city of Sofia, Vuzrazhdane Municipality, 7 Sveta Nedelya Sq. .

UniCredit Bulbank has a registered *subject of activity*:

public attraction of deposits or other repayable funds in local and foreign currency from local and foreign legal entities and individuals and their use for granting loans or other financing on its own account and at its own risk; execution of payment orders, including performing of non-cash transfers and other forms of non-cash payments such as letters of credit and cash collection; issue and administration of means of payment such as electronic payment instruments, bank cards, traveler's cheques; taking valuables on deposit; activity as a depository or a trustee institution; financial leasing; guarantee transactions; trading on its own account or on account of customers with: (a) money market instruments - cheques, bills of exchange, certificates of deposit, etc. (b) foreign currency and precious metals; (c) financial futures, options, exchange and interest-rate related instruments, as well as other derivative instruments; trading on its own account or for account of clients in transferable securities, participation in securities issues, as well as in all the other services and activities set forth in Art. 5, Para. 2 and 3 of the Markets in Financial Instruments Act; financial brokerage; consultancy on portfolio investments; purchase of receivables arising from delivery of goods or provision of services, and assuming the risk of collecting these receivables (factoring); acquisition and management of equity participations; renting out of safety deposit boxes; collection, providing of information and letters of reference regarding client creditworthiness; acquisition, repayment and trading in government securities as per the terms and procedure of the Government Debt Act; all banking and other activities allowed by BNB, permissible by law, which the Bank may perform in the country as well as on the territory of another EU member state directly or through a branch.

UniCredit Bulbank is a banking and financial institution licensed by the Bulgarian National Bank with decision of the MB of BNB – license №100-00485/17.11.99 , updated with order № ПД 22-514/19.10.00 of the Management Board of BNB, re-licensed ПД 22-0841/07.05.07

UniCredit Bulbank is an investment intermediary, registered with the Financial Supervision Commission under № ПГ-03-0084

UniCredit Bulbank has been a member of Bulgarian Stock Exchange – Sofia AD and of Central Depository AD since 1997.

UniCredit Bulbank has been approved as a primary dealer of government securities.

## **GENERAL TERMS AND CONDITIONS OF UNICREDIT BULBANK AD TO CONTRACTS WITH CLIENTS AS AN INVESTMENT INTERMEDIARY**

Approved by Decision of the Management Board of UniCredit Bulbank AD, Minutes №30/24.10.2007., rev. 27.01.2010, rev. 22.12.2011

The present **General Terms and Conditions** have been drawn up in accordance with the requirements stipulated in the **Markets in Financial Instruments Act /MFIA/, the Public Offering of Securities Act /POSA/, Regulation No 38 dated 25 July, 2007** on the requirements to the activity of investment intermediaries /Regulation No 38/, the **Measures Against Market Abuse With Financial Instruments Act**, as well as any other applicable regulatory deeds related to the activity of the investment intermediaries and the investment activities and services carried out by them.

These are applicable to the contracts of **UniCredit Bulbank AD (the Bank)** with clients in its capacity of an investment intermediary.

### **Definitions**

**Client** is an individual or a legal entity that is using or is interested in using the services offered by UniCredit Bulbank in its capacity of an investment intermediary and/or a depository, including upon conclusion of transactions with securities on the Bank's own account.

**Professional client:** an entity meeting requirements and criteria defined in the applicable legislation, which on its own account puts at risk cash or other property rights through acquisition, holding and transferring of securities and possesses experience, knowledge and skills to take independent investment decisions and to assess properly risks related to investment

**Non-professional client:** an entity that on its own account puts at risk cash or other property rights through acquisition, holding and transferring of securities and does not meet the requirements and the criteria for a Professional client

**Eligible counter party:** an investment intermediary, credit institution, insurance company collective investment scheme, management company, pension fund, pension insurance fund, other financial institutions and persons, defined as such pursuant to the applicable legislation, government agencies, government bodies that deal with government debt, central banks and supranational organizations, as well as such entities, which have explicitly requested to be treated as such.

**Investment intermediary** is a local or foreign person having the right, pursuant to its national legislation, to carry out transactions and activities set forth in Art. 5, Para (2) and (3) of MFIA

**Systematic internaliser** is an investment intermediary which on an organized, systematic and frequent basis deals on its own account with financial instruments by executing client orders on the over-the-counter (OTC) market or a multilateral trading facility.

**Securities**, subject to regulation in the present rules, are:

Transferable rights registered on accounts with depository institutions (dematerialized securities) or documents materializing transferable rights (materialized securities) eligible for offering and trading on a capital market, such as:

1.

shares and other securities equivalent to shares, as well as depository receipts for shares;

bonds and other debt securities including depository receipts for such securities;

other securities giving the right of acquisition or selling of such securities or giving rise to a cash payment determined by securities, exchange rates, interest rates or yields, commodities or other indices or indicators.

**Financial instruments are:**

1. securities;

2. instruments other than securities, such as:

a) money market instruments;

b) shareholdings in collective investment undertakings;

c) options, futures, swaps, forward rate agreements and other derivative contracts on securities, currency, interest rates, yields or other derivative instruments, indices or financial indicators, the obligations under which may be fulfilled by means of delivery or cash payment;

d) options, futures, swaps, forward rate agreements and other derivative contracts on commodities, the obligations under which should be fulfilled by means of cash payment or the obligations under which may be carried out by means of cash payment upon request of one of the parties (except for the cases of default or another reason for termination of the contract);

- e) options, futures, swaps and other derivative contracts on commodities, the obligations under which may be fulfilled by means of delivery when they are offered on a regulated market and/or on a multilateral trading facility;
- f) options, futures, swaps, forward rate agreements and other derivative contracts on commodities, beyond the ones specified in letter “e”, the obligations under which may be fulfilled by means of delivery and which are not commercial instruments and which, according to Art. 38, Para 1 of Commission Regulation (EC) № 1287/2006, have the nature of other derivative financial instruments depending on whether they are subject to clearing or settlement, including through recognized clearing houses, or are used as a collateral in margin purchases or short sales;
- g) derivative financial instruments for credit risk transfer;
- h) margin contracts;
- i) options, futures, swaps, forward rate agreements, as well as any other derivative contracts such as weather derivatives contracts, freight rates, quotas' rates for trading in issues, inflation rates and other official economic statistical indicators, the obligations under which should be fulfilled by means of cash payment or the obligations under which may be fulfilled by means of cash payment upon request of one of the parties (except for the cases of default or another reason for termination of the contract), as well as any other derivative contracts related to assets, rights, obligations, indices and indicators apart from the ones specified in item 2, b “a”-“h”, which have the nature of the other derivative financial instruments depending on whether they are traded on a regulated market, are subject to clearing and settlement, including through recognized clearing houses, or are used as a collateral in margin purchases or short sales, as well as the derivative contracts according to Art. 38, Para 3 of Commission Regulation (EC) № 1287/2006.

**Inside information** - according to the Measures Against Market Abuse with Financial Instruments Act, this is specific information, which has not been publicly disclosed, concerning directly or indirectly one or more issuers of financial instruments, or one or more financial instruments, if its public disclosure could have a material impact on the price of these financial instruments or on the price of derivative financial instruments related with them.

**Test key/code** – designation of a person with specimen right and unlimited powers of disposal as regards the drawer (assignor) related to the subject of regulation of the present rules.

## **I.**

**Types of investment services and activities – main (substantial) and ancillary, according to the specified in Art. 5 of MFIA, which UniCredit Bulbank may offer in its capacity of an investment intermediary on the territory of the Republic Bulgaria, the European Union and other countries**

### **1.**

Transactions on domestic and foreign regulated markets and/or on a multilateral trading facility, as well as on the OTC market on own account or on another's account and intermediation for conclusion of such transactions with all tradable financial instruments allowed by virtue of the applicable legislation, including but not restricted to:

- 1.1 Issued and/or owned by local and foreign persons;
- 1.2 Issued by governments of other countries and international institutions.
2. Transactions with government securities issued in the Republic of Bulgaria (government securities):
  - 2.1 on the primary market of government securities – through participation in auctions carried out by the Bulgarian National Bank with competitive and non-competitive orders;
  - 2.2 on the secondary market of government securities;
  - 2.3 repo transactions with government securities;
  - 2.4 bonds in BGN and foreign currency related to the internal and external debt.
3. Swap deals with securities.
4. Undertaking of issues of securities.
5. Custodial – depository services, including:
  - 5.1 Holding securities and cash of customers under safekeeping.
  - 5.2 Representation of owners of securities before the issuer of the securities and at general meetings of the owners of securities.
  - 5.3 Intermediary services in connection with opening and keeping of accounts, registration, administration of securities transactions and other services related to the activity of the Central Depository in the Republic of Bulgaria, or the competent depository institution, respectively.
  - 5.4 Management and/or administration under a custodial principle of the securities delivered for safekeeping and collection of the income from them.
6. Management of individual securities portfolios in observance of the requirements and restrictions stipulated in the effective legislation.
7. Preparation of prospectuses for public offering of securities.
8. Consultancy services and assistance in connection with registration of public issues and public companies.
9. Introducing of securities for trade on regulated markets, of which UniCredit Bulbank is a member, on behalf, on account and at request of Clients.
10. Providing investment consultations regarding securities.
11. Consultations and analyses of companies as regards financing of their activity, their capital structure and issues related with that, as well as consultations, services and deals for acquisition of enterprises.
12. Lending of securities under conditions and procedure specified in a regulation.
13. Transfer of securities in favor and for the account of the client from/to foreign and local depository institutions.

## **II. Restrictions and requirements towards the activity of the investment intermediary**

14. The relations between UniCredit Bulbank and its clients are established on the basis of mutual trust, confidentiality and bilateral financial benefit in observance of the regulatory deeds, specified in MFIA and the bylaws for its application.

14.1 The transactions with financial instruments are executed according to the rules and the requirements applicable at the respective place for their execution. Place of execution is a domestic or foreign regulated market, a multilateral trading facility or a non-regulated market for financial instruments or other organizations through which such transactions are executed.

15. Upon performing its activity as an investment intermediary, UniCredit Bulbank observes the following restrictions and requirements:

- 15.1. In the cases determined by the applicable legislation, the Bank shall collect the required information for the Clients' financial resources, investment purposes, knowledge, experience and their readiness to take risks.

15.1.1 In accordance with the regulatory requirements in performing the investment activities and services, the Bank shall evaluate and consider the Client's risk profile, determined on the grounds of the information submitted by it as regards its investment purposes, financial standing, experience and readiness to take risks.

15.1.2 The Bank shall provide investment services to its Clients corresponding to their established risk profile. Each Client shall be entitled to request in writing from the Bank to provide an investment service not corresponding to its risk profile.

15.2. The Bank shall adopt and apply rules for classification of the Clients as professional, non-professional and eligible counter party by ensuring the respective level of protection of their interests, according to their category.

15.2.1 The Bank shall provide the possibility for its Clients, at their request and in observance of the legal prerequisites and requirements in place, to change the category assigned to them pursuant to the existing rules and procedures, as in this way they will make use of the respective protection level, specified for this category.

15.3. The Bank shall inform its Clients about the advantages and risks related to the investment services and products, offered by it, in the cases and according to the requirements stipulated in the law.

15.4. Whenever deals concluded in result of acceptance of trade offers under chapter eleven, section two of POSA and in other cases allowed by the law, are not concerned, it shall not perform orders for buying, selling or replacing securities on the OTC market, where they have been accepted for trading, including as a registration agent, it shall not participate in any concealed purchases or sale of securities and it shall not execute orders for transactions with financial instruments with regard to which the Client, or its proxy, respectively, has declared having inside information.

15.5. Except for the cases explicitly stipulated in the law, the Bank shall not execute any sale order if it has been declared that the financial instruments – subject of the order, are not available under the Client's account or are restricted with a depository institution, as well as if a pledge has been established or a distraint has been levied.

15.6. All transactions shall be performed in observance of the requirements of the valid exchange arrangements in the country after submission of the officially required paperwork by virtue of the respective legislation.

15.7. It shall inform its Clients whether it sells or buys financial instruments on its own or on another's account.

15.8. The Bank may not:

15.8.1 perform transactions at the expense of Clients in a volume or with frequency, at prices, or with a certain counter party, about which, according to the circumstances it can be assumed that these are performed solely to the advantage of the investment intermediary, unless the Client has given explicit instructions for their execution;

15.8.2 buy on its own account financial instruments, for which any of its Clients has placed a purchasing order, and to sell them to the Client at a higher price than the purchase price, unless the Client's explicit written consent has been obtained;

15.8.3 perform on its own account or on another's account operations with cash or financial instruments of the Client, for which it is not authorized by the Client;

15.8.4 sell on its own account or on another's account financial instruments, which the Bank or its Clients do not possess save for under the conditions and in conformity with the law;

15.8.5 receive a part of or all the benefit if the investment intermediary has concluded and performed the transaction under conditions more favorable than those established by the Client.

15.9. The Bank shall not be entitled in relation with the providing of investment and ancillary services to any Client to pay, to give and receive, respectively, any remuneration, commissions or non-cash benefit, save for:

15.9.1. remuneration, commission or non-cash benefit paid or provided by or to the Client, or its representative;

15.9.2. remuneration, commission or non-cash benefit paid or provided by or to a third party or its representative, provided the following conditions are in place:

15.9.2.1 the existence, nature and amount or method of calculation of the remuneration, commission or non-cash benefit have been revealed to the Client clearly, intelligibly, precisely and comprehensibly, prior to providing the respective investment or ancillary service;

15.9.2.2 the payment, or the providing of remuneration, commission or non-cash benefit, respectively, is in view of improving service quality;

15.9.3. any respective fees, which ensure or are necessary in view of providing the investment services as costs for custody services, settlement fees and currency exchange, fees for legal

services, etc.

15.10. It shall inform its Clients about the existing compensation system for the securities investors, including its scope, and the guaranteed amount of assets of Clients.

15.11. It shall provide consultations and advice only at the client's written request.

15.12. It shall maintain internal organization and rules, which create conditions for avoiding conflicts of interest between the Bank and the Clients, as well as between the individual Clients. It shall ensure equal conditions, applicable to the Clients according to the present rules and the Tariff for Fees and Commissions of UniCredit Bulbank (for customers). Disclosure of information may occur only on the grounds and under the conditions of the Law and with the explicit consent of the interested party.

15.13. The established organization guarantees that the transactions executed by the Bank under Art.5 of MFIA are subject to control by its internal control bodies in compliance with and in strict observance of the requirements of the Law and Regulation No 38 on the Requirements to the Activity of Investment Intermediaries.

15.14. It shall manage the book-keeping required by law as regards the ordered and concluded transactions with financial instruments.

15.15. It shall separate its own securities and cash from those belonging to its Clients. UniCredit Bulbank shall not be liable before its creditors with the securities and cash of its Clients, as well as with securities, which are basic against the Bulgarian depository receipts issued by it.

15.16. It shall not use, except in the cases stipulated in the law:

15.16.1 on its own account cash and financial instruments of its Clients;

15.16.2 for account of any of its Clients, cash or the financial instruments of other Clients;

15.16.3 for account of any of its Client, its own cash or financial instruments.

15.17. Upon determining its compensation, the Bank shall apply the Tariff for Fees and Commissions of UniCredit Bulbank (for customers), effective as of the date of acceptance of the order for execution. The Bank shall automatically collect its due compensation for execution of the accepted orders and for the incurred costs from the Client's account with it, for which the latter provides its consent upon the signing of the contract for providing the respective investment service.

### **III. Rights and obligations of UniCredit Bulbank**

16. In performing transactions with Financial Instruments, or providing investment consultations and other activities related to Financial Instruments for account of its Clients, UniCredit Bulbank shall employ due diligence by giving priority to their interest over its own interest, it shall provide them with the information required by the applicable legislation, it shall notify them of the risks involved in the securities transactions and it shall conclude the executive transactions following the established regulatory rules, its internal rules, procedures and policies, in accordance with the specifications stated in the Client's order, at the most advantageous for the Client and fairly possible market conditions, whereas taking into account the differences between non-professional, professional Clients and eligible counter parties, as well as considering the risk profile assigned to the Client.

17. Information about the balances under the accounts and the operations with Financial Instruments, as well as other facts and circumstances representing bank and commercial secrecy and concerning the commercial reputation of the Client may be given only to:

17.1 The Client, acting in person, or through its legal representatives, respectively, and/or

17.2 Persons, authorized by it/them by virtue of a notary certified power of attorney (outside the Bank premises). The power of attorney shall be certified: by a Bulgarian notary public on the territory of the Republic of Bulgaria; by a Bulgarian diplomatic or consular representative abroad; by a legally capable foreign notary public, provided with Apostille, in case of having it certified in a country, which has ratified the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (promulgated in the State Gazette 45/ 2001); in accordance with an effective agreement for legal assistance between the Republic of Bulgaria and the country where the power of attorney is certified by a legally capable notary public; pursuant to the Rules for legalizations, certifications and translations of documents and other paperwork, on condition that it is certified on the territory of a country other than the ones specified in the preceding assumptions.

Notary certification is not required when the power of attorney is drawn up on the Bank's premises in front of a bank employee, certifying by means of his/her signature the established representative power.

- 17.3 In the cases stipulated in the legislation – to the persons authorized by virtue of the Law pursuant to the regulatory procedure.
18. UniCredit Bulbank shall fulfill directly, through the personal activities of its competent employees, the obligations towards the Client undertaken by it on a contractual basis.
- 18.1 The transactions with Financial Instruments are concluded by authorized brokers of the Bank on a regulated market, on a multilateral trading facility or on an OTC market on the grounds of a sale-purchase agreement for the respective financial instruments, or a contract for individual portfolio management with special orders by the Client for purchase or sale of securities. The authorized brokers execute orders accepted for execution by the Bank.
- 18.2 As a member of Central Depository AD the Bank performs intermediary functions regarding registration and settlement of transactions with dematerialized securities, under which its Clients are a party, in accordance with the conditions, rules and requirements of the Central Depository.
19. UniCredit Bulbank may assign fully or partially the execution of a taken order to another investment intermediary, or a legally capable person, respectively, licensed according to the applicable legislation, provided it is authorized by the Client to do so, or when the assignment has become necessary in view of preserving the Client's interests as in this case the consequences shall be borne entirely by the Client, without any right to objections on its part.
20. In the cases when UniCredit Bulbank acts as a proxy of the Client, the scope of its representative powers shall be defined in each particular contract and its given notary certified power of attorney, an integral part of the contract.
21. In the cases when UniCredit Bulbank acts as an agent on its own behalf and for account of the Client, for any relations that have not been settled in the contract and the present General Terms and Conditions, there shall apply the commission contract rules, stipulated in Art. 348 - 360 under the Commerce Act and the additionally provisioned for order contracts in Art. 280 – 292 of the Obligations and Contracts Act.
22. The conditions and deadlines for execution of the order, assigned by the Client and accepted by UniCredit Bulbank, are determined in each particular contract. The special conditions, established by it, must not contradict the present rules and the mandatory provisions of the effective legislation.
- 22.1 The content of the contract may not deviate from the present General Terms and Conditions when a party under it is a non-professional Client, unless the respective deviation is to the obvious advantage of the Client.
23. UniCredit Bulbank may negotiate solely with itself or with another person, which it also represents, only if the Client has given its consent for this. The Client's consent shall be considered duly given provided it has been explicitly stated in the particular contract or additionally received by the Client in a written form.
- 23.1. In the cases when subject of the order are financial instruments, for which there is a published market or exchange price, and if the Bank can sell or buy them from / for its own portfolio at a price specified by the Client in the order, the Bank shall be entitled to state to the Client that it personally sells to it or buys from it the securities subject of the order at the price specified in it, for which the Client is informed upon the signing of the order and gives its explicit consent.
- 23.2. If the Bank has informed the Client about the execution of the order without indicating a third party, it shall be considered that it is a party under the transaction.
- 23.3. Provided the regulatory requirements are met for the Bank to be assigned for a Systematic Internaliser with regard to shares admitted to trading on a regulated market and for which there is a liquid market, in execution of the stipulated in MFIA and the regulatory deeds for its application, the Bank shall publish and update its offers for these shares on its Internet site. Each offer, besides the content established for it pursuant to Art. 45 of MFIA, if applicable, shall provide the Clients with information also about: restrictions concerning the number of transactions with one Client and/or restrictions concerning the number of transactions with all Clients. The Bank concludes transactions with shares as per the preceding sentence at the prices offered as of the time of receiving the order.
- 23.3.1 The Bank is entitled to withdraw at any time any of its offers.
24. UniCredit Bulbank upon the consequences set forth in item 24.1 may deviate from the Client's order only if the deviation is to the obvious advantage of the Client.
- 24.1 In case the transaction is concluded and executed under conditions that are more favorable than those specified in the order contract, all the benefit shall belong to the Client.
25. UniCredit Bulbank does not guarantee and is not liable for the execution by third parties of the transactions concluded with them by order of the Client, including for the activities of the Central Depository, any other depository institution and the other competent institutions.
26. UniCredit Bulbank accepts orders of its Clients at its management address, as well as at the addresses of its branches, offices and centers in a standard written form.
- 26.1. The order has to include the following minimum content:

26.1.1 Client's identification, certified in the legally specified form for individuals and legal entities, identification of its legal representative, or its proxy, respectively, or a person authorized by it, under the conditions set forth in item 17.2 of the present General Terms and Conditions, with unlimited powers to order, conclude and execute transactions with Financial Instruments related to the subject of the present General Terms and Conditions, with a specimen right, which is equivalent and is substituted by its identical code;

26.1.2 Type, issuer, unique (ISIN) code of issue and name of the instrument, number of the financial instruments, subject of the order;

26.1.3 Type of the order (purchase, sale, replacement);

26.1.4 Unit price and total worth of the order;

26.1.5 Term of validity of the order;

26.1.6 Place of execution of the order;

26.1.7 Quantitative execution of the order (parcel, non-parcel);

26.1.8 Payment method;

26.1.9 If the order is submitted based on advice given by the Bank;

26.1.10 Date, time and place of submission of the order;

26.1.11 Signature of the Assignor with a specimen of an authorized person, represented with letters and/or substituting a code when the order is submitted via telex, fax, SWIFT.

26.2. Upon acceptance of the orders, UniCredit Bulbank shall notify its Clients of the risks related to the transactions with the Financial Instruments, which are its subject, and it shall require from them to declare that:

26.2.1 They do not have inside information about the financial instruments, to which the order refers, as well as about their issuer, if the securities are traded on a regulated market;

26.2.2 The Financial Instruments – subject of a sale/ replacement order, are not restricted with the depository institution where they are held under safekeeping and neither a pledge has been established, nor a distraint has been served with regard to them.

26.2.3 The transaction, subject of the order, does not represent a concealed purchase or sale of Financial Instruments as per § 1, Para 1, item 8 of the Supplementary Provisions of Regulation No 38 on the Requirements to the Activity of Investment Intermediaries.

26.3. In the cases when the order is submitted through a proxy, the latter shall declare in writing before the Bank whether the order is initiated by it, according to the scope of its representative power, whether it has explained to its principal the consequences of the authorization and whether it executes by profession transactions with financial instruments as per §1, Para. 1, item 7 of the Supplementary Provisions of Regulation No 38 on the Requirements to the Activity of Investment Intermediaries, as well as whether it has been performing such transactions within a one-year term prior to submitting the order.

27. UniCredit Bulbank may accept to perform additional instructions given by the Client, concerning the execution of the order, only if these instructions have been given within the term stipulated in the particular contract in writing, via tested telex, fax, E-mail, SWIFT message, documented on paper with the indicated code and containing the minimum required information and declarations, as stated above.

27.1 UniCredit Bulbank may accept to perform additional instructions only if they are received before the latter initiates the order's introduction onto the market, according to the initial instructions of the Client.

27.2 The Bank shall verify in good faith the specimen signatures and the agreed individual code, respectively. It shall not be liable for performed written instructions, regular at first sight, bearing perfectly forged visually identical signatures and/or an exact code, the responsibility and risk for the safekeeping of which, as well as for not allowing any possibility for abuse with them, lays entirely with the Client.

28. UniCredit Bulbank shall be obliged to refuse to accept or execute an already taken order of its Client, be it initially or subsequently, including to unilaterally terminate a contract with a Client, whereby the consequences shall be borne by the latter, in case:

28.1. it is ascertained or if any doubt arises about "money laundering" as per the Measures Against Money Laundering Act, of which the competent authorities in the country shall immediately be notified.

28.2. the order is in contradiction with the law;

28.3. the execution of the order is objectively impossible;

28.4. the order is submitted by a person who has not established his/her identity before the Bank as per the way provisioned in the law and the present General Terms and Conditions as a due representative of the Client;

28.5. the order has not been submitted in the specified form and way, if it does not contain all the necessary requisites pursuant to the present General Terms and Conditions and/or the particular contract, and/or if it is not accompanied by all the paperwork, required in pursuance of the law or

the present General Terms and Conditions.

28.6. the Client refuses to fill in and/or to submit any of the required as per the law and the present General Terms and Conditions declarations, data and confirmations, or if any data, declarations or confirmations given by the Client, or its proxy, respectively, in connection with the conclusion of the contract with the Bank or its execution, are found to be counterfeit, false or null and void at any time during its term of validity; and/or

28.6.1 The Client and/or its proxy declares or it is ascertained that it possesses inside information, as well as that the subject of the order represents a concealed purchase or sale of financial instruments, or if the proxy declares that it executes by profession transactions with financial instruments, respectively;

28.6.2 it is declared or ascertained that the drawer is not the owner of the financial instruments, if he/she does not have the rights, subject of the sale or replacement order, if those are not fully paid, if they are restricted with the depository institution, where they are held under safekeeping, as well as if a pledge is established or a distraint is levied on them;

28.7. the Client does not fulfill its obligations set forth in these General Terms and Conditions and the contract concluded with UniCredit Bulbank.

29. The refusal to execute a taken order shall be entered in the register of UniCredit Bulbank for received orders. The Bank shall immediately notify the Client in writing of the refusal to execute the order, whereby stating the reasons for this.

30. In the cases specified in item 28, UniCredit Bulbank shall not owe any indemnity or penalty payment and it shall be entitled to the remuneration agreed in the contract for the performed work, determined on the basis of the sum total stated in the order, including its commissions and charges.

31. UniCredit Bulbank shall deliver (at a cash desk against a signature, in a bank safety deposit box of the Client – in the Bank's office where the respective order is submitted) or send (by mail with registered mail, via telex, fax, E-mail or some other means of communication) to the address given by the Client, according to the agreed in the particular contract, a written notice by the end of the business day following the day of concluding a transaction on its own behalf for his/her account, or the day when the Bank received confirmation by a third party, respectively, when the transaction is concluded through that person, with the following content: full name and address, and respectively name, registered seat and management address of the Client; type of the concluded transaction; type of the financial instruments, issuer, unique (ISIN) code of the issue, number, unit price and total amount of the transaction; date of concluding the transaction; place of concluding the transaction; conditions, time and place of delivery of the available financial instruments, of the certifying documents for the dematerialized financial instruments, respectively; upon a deviation from the order – an exact description of the deviation and the consequences thereof for the Client; settlement date of the transaction, including the deadline for delivery of the financial instruments and cash; expenses for the Client, including the remuneration of the investment intermediary; a notice that the counter party under the transaction is the Bank, another entity within the Bank's group or another Client of the Bank, except for when the transaction is concluded through a commercial system that allows anonymous trading; other conditions applicable to the transaction. UniCredit Bulbank shall enter in the register of outgoing mail each sent reporting notice, whereby the entry shall have effect and act as a proof of its delivery to the Client. UniCredit Bulbank shall confirm the execution of each order by registration of the transaction with a depository institution (the Central Depository), with which it fulfills its obligation for transferring the rights over it. In case the settlement is not performed on the specified date or if another change occurs in the information contained in the confirmation, UniCredit Bulbank shall notify the Client by the end of the business day, on which it became aware of the change, as per the aforementioned way.

31.1 In the same way, UniCredit Bulbank AD shall notify the Client upon each received written request from the latter for receiving information as regards the execution of orders assigned to the Bank.

31.2 The way and the terms of notice, confirmation and reporting, when in executing a Client's order UniCredit Bulbank has concluded a transaction on its own behalf and for account of the Client, shall be the same as for transactions concluded on behalf and for account of the Client.

31.3 In the cases when subject of the transaction are bonds for financing of mortgage loans agreements, the confirmation pursuant to item 30 will be made at the same time when communicating the conditions under the mortgage loan but not later than one month from the date of execution of the order.

31.4 In the cases of submitted orders, having as their subject stakes or shares of enterprises for collective investment, which are periodically performed, the Bank shall provide the information set forth in item 30 with regard to those at least once every 6 months.

32. In case a change occurs in the information contained in the confirmation, the Bank shall immediately notify the Client and send to it a written notice about the change.

33. UniCredit Bulbank shall transfer as per the legally established way and form the rights under the

transaction, executed on the Bank's behalf but by order and for account of the Client, within 7 days after the execution of the concluded transaction in accordance with the order. On condition that the transaction is performed through the Central Depository, the rights shall be considered transferred from the date of their registration with the Central Depository and reported with delivery of the document issued by the Central Depository, certifying the transferred securities under a Client's sub-account to the account of UniCredit Bulbank. The entries with the Central Depository and its actions shall be incontestable as regards the Bank.

34. In the cases when acting as a custodian and/or managing a Client's portfolio, UniCredit Bulbank shall periodically send within the term, specified by the Client in the contract, written reports by mail/telex/fax/SWIFT/its electronic channels to its Clients regarding the effected actions and transactions for account of the Client, as well as the cash available and the operations under their securities and cash accounts with a content meeting the requirements of Regulation No 38 on the Requirements to the Activity of Investment Intermediaries. UniCredit Bulbank shall enter in the register of outgoing mail each sent reporting notice, whereby the entry shall have effect and act as a proof of its delivery to the Client.

34.1. The Bank shall prepare the written reports regarding the cash available and the operations under the sub-accounts, kept in the name of the Client, to the account of UniCredit Bulbank with the respective depository institution, with a content corresponding to the requirements stipulated in Art. 46 of Regulation No 38 on the Requirements to the Activity of Investment Intermediaries, as follows:

34.1.1. Every six months, unless the Client has requested to receive a report every three months;

34.1.2. When the contract concluded between the Bank and the Client allow for leverage in the portfolio management, the report shall be presented at least once a month;

34.1.3. The Bank shall prepare written reports for Clients who have exercised their right to choose to receive information for each concluded transaction regarding their portfolio management once every twelve months.

34.1.4. The reports shall be submitted to the Client at his/her request at the cash desks in the Bank's office where the respective order is submitted. They shall be considered delivered upon their entry in the Bank's register of outgoing mail.

34.1.4.1 The Clients using a bank safety deposit box shall get the reports in that safety box.

34.1.4.2 In case the Client wishes to receive the reports in a way (specified by it in writing) different from the ones stated above, all additional charges shall be for its account.

35. UniCredit Bulbank shall keep in good faith under a custodial principle the financial instruments, cash and the other property received from the Client in relation to an order for purchase, sale and/or replacement, and/or depository safekeeping of financial instruments or acquired upon fulfillment of the concluded transaction, assigned to it by the Client. The Bank shall undertake the necessary actions to ensure that the safekeeping of financial instruments of its Clients with a depository institution is made in a way guaranteeing identification of the Clients' financial instruments separately from the Bank's financial instruments or those of the third party, including:

35.1 UniCredit Bulbank shall keep electronic and paper registers and report in an appropriate way the financial instruments of Clients separately from the financial instruments of the Bank's portfolio and those of their investment intermediaries in case the Client acts through such.

35.2 The dematerialized securities of the Clients shall be kept in a sub-account to the account of UniCredit Bulbank with the respective local or foreign depository institution.

35.3 The dematerialized securities, issued in the country, shall be held on Clients' accounts, kept in the name of the Client to the account of UniCredit Bulbank with the Central Depository.

35.4 The dematerialized securities, issued in the country, shall be kept in the registers of the Bulgarian National Bank, and the registers of UniCredit Bulbank, respectively, in its capacity of a primary dealer.

35.5 Materialized securities shall be kept with a depository institution or with UniCredit Bulbank separately from the securities of the Bank's portfolio or from those of other Clients. They are shall be accepted / delivered by / to the Client with protocols of delivery and acceptance, containing an inventory and data identifying them. The Bank shall keep them in safety deposit boxes under special access control and current supervision conditions.

35.6 The cash shall be held on an account kept in the name of the Client with UniCredit Bulbank in accordance with the Bank's General Terms and Conditions for keeping current and deposit accounts of clients. The cash of Clients of an investment intermediary shall be kept under a custodial principle on a separate client account different from the account, the account holder of which is the investment intermediary itself.

35.7 The securities, made available under custody to UniCredit Bulbank, shall be kept on separate accounts for safekeeping and management of securities, kept in the name of the Client with the Bank.

36. UniCredit Bulbank, at its own discretion, shall provide consultations related to the market and the transactions with securities only at the explicit written request of the Client. The consultations shall be provided in writing, in conformity with the requirements of MFIA, the Measures Against Market Abuse with Financial Instruments Act and the regulations thereto. They shall be kept in the Bank for a period of 5 years from the time of providing them. Any advice and recommendations shall take in consideration the information received by the Client, necessary for executing the order.

37. UniCredit Bulbank shall be entitled to remuneration for the executed transaction or service of the type, in the amount, term and in a way, specified in the particular contract.

37.1 The Client shall pay all the charges incurred by UniCredit Bulbank during the execution of or in relation to the order assigned to it.

37.2 In case of full or partial withdrawal of the order by the Client or its non-execution by the Bank in the cases set forth in item 28 above, the Client shall pay to the Bank the remuneration on the value indicated in the order and the charges in relation to the order's execution by the time of its partial or complete termination, as well as reimburse it for the actually suffered damages, if there are any.

37.3 Orders, whose execution has already started, shall not be subject to withdrawal, whereby all the consequences of the execution shall be entirely borne by the Client.

38. UniCredit Bulbank shall be liable for any direct damages, suffered by the Client in result of culpable actions, omissions in the form of malice or gross negligence of its employees in executing the order, representing circumstances for which the Bank bears responsibility by virtue of the contract or the law upon or in connection with illegal, incorrect execution, or complete non-fulfillment of its obligations, respectively, in accordance with the effective legislation in the country, governing the relations between the parties, whereby it shall reimburse the actually suffered damages.

39. In case of culpable delay of the fulfillment of the obligations under the particular order contract, the defaulting party shall owe to the non-defaulting party a penalty amounting to 0,01% per day on the value of the delayed execution but not more than 20 % in total of the transaction's default, upon which the non-defaulting party shall terminate the contract with a unilateral statement along with the subsequent legal consequences, whereas the defaulting party shall owe to it reimbursement for the suffered damages.

40. For non-observance of the regulations of MFIA, the offenders shall bear administrative penalty liability.

#### **IV. Rights and obligations of the Client**

41. The client shall be entitled to request exact, timely, with due diligence, correct and professional performance by UniCredit Bulbank of the obligations under the respective contract, by providing as much assistance as possible.

41.1 The Client shall undertake to provide to the Bank the information specified in Item 15.1. herein. The Bank shall not have the right to provide investment consultations or to perform actions related to client portfolio management, if the client has not provided fully or partially, or if he/she has refused to the Bank in writing to provide the information specified in Item 15.1. above.

42. The Client shall undertake to give its orders to the Bank in the form of a standardized order, drawn up as per a template of the Bank, containing the minimum information specified in Section III. Item 26.1. herein. All orders shall give precise, clear and exhaustive orders, related to the implementation of the contractual relations. The Bank shall accept orders, signed only by persons authorized in pursuance of the present rules.

For the order for sale of available securities to be valid, the Client has to deliver them to the Bank with a completely preserved outer appearance and in the type and form prescribed by the law for the respective security type and class, and by fulfilling the bank instructions regarding the actions, requisites and the other elements of the securities format in view of the performance of the transaction. In order for a sale order for dematerialized securities to be valid, the Client has to deliver its depository receipt or another certification document for them.

43. Upon submission of an order for securities transaction, the Client shall be obliged to provide:

43.1 written declarations pursuant to Section III. item 26.2. and 26.3. herein and required pursuant to the effective regulations.

43.2 any other information and data requested by UniCredit Bulbank, which at the discretion of the Bank is necessary for executing the order.

44. The Bank shall not be liable for any damages suffered by the Client in result of false, inaccurate, or incomplete information, submitted by him/her, related to and required for executing the order.

45. The Client shall undertake to fulfill its contractual obligations with due diligence – he/she shall bear full responsibility for the truthfulness of the information provided by him/her, the declarations made and the correctness of the data presented by him/her.

45.1 The client shall be obliged to immediately inform the Bank in writing about any changes as regards its legal status, as well as about changes concerning the persons, which represent it or are authorized to act on its behalf and for its account. The above changes shall take effect for the Bank from the time when it was informed about them in writing. The Bank shall not be liable for any damages suffered or profits foregone from orders, performed until the day of receiving a written notification for occurred changes or circumstances as per the present item, including the cases when it has performed an order, made by a person who has established his/her identity for the purpose with regular at first sight but counterfeit documents (with false content and/or inauthentic) and who has certified its disposal rights, including with a valid at first sight power of attorney, in the cases where the representative power of the person was terminated / restricted, before the Bank was informed in writing about the termination / restriction of the powers of the person.

46. The client shall bear responsibility for the truthfulness, accuracy and authenticity of its orders and the documents attached thereto, as well as the validity of the rights over the securities provided by it for sale or collateral and it shall reimburse the Bank in full for any damages inflicted on the latter by securities transactions performed at the Client's request, the rights under which shall be null and void, and invalidated, respectively.

46.1 The Client shall undertake to give clear, precise and exhaustive orders, related to the fulfillment of the contractual obligations, in writing.

46.2 The Client shall not have the right to give orders regarding financial instruments, for which it possesses inside information or regarding securities and compensatory instruments, which are restricted with the depository institution, where they are kept, as well as to give orders regarding transactions, representing concealed purchase and sale of financial instruments.

47. The client gives his/her orders to UniCredit Bulbank in the form of standard contracts together with the documents under Article 24 and 25 from Regulation № 38 on the Requirements to Investment Intermediaries, in writing, including through tested telex, fax, E-mail or SWIFT – message, documented on paper carrier with the stated code. Where the order corresponding to the parameters indicated in Article 34 from Regulation № 38 on the Requirements to the Activity of Investment Intermediaries, has been submitted through telephone or another distant means of communication, the Bank shall be obliged within the end of the business day to prepare a document, which contains the data under Art.34 par 1 from Regulation 38 and the data-subject to the declarations under Art.35 par 1 of Regulation 38, which certifies the contents of the distantly submitted order. The Client accepts that he/she will be considered bound with the orders, provided through the means for distance communication and the legal consequences from their fulfillment by the Bank, which can quote them as evidence to

47.1. The orders shall be entered following the order of their receipt in the register of UniCredit Bulbank for orders of its clients and they shall be registered for execution following the aforementioned order.

47.2. In case of an order for sale/replacement of financial instruments, kept on a personal account of the Client with the respective depository institution, the Bank shall request the securities to be transferred onto a client account in the name of the Client to the account of UniCredit Bulbank with that depository institution. In this case the Bank shall accept the order by entering it in the register for execution with a date – the business day, on which a notice for the effected transaction, sent to UniCredit Bulbank from the depository institution, is received by e-mail .

47.3. The orders for purchase of financial instruments shall become effective and shall be entered for execution from the date on which the Client provides on an account, kept in his/her name with UniCredit Bulbank, the cash for the transaction with the right established in favour of the Bank for their automatic collection. For performing transactions for purchase of financial instruments, UniCredit Bulbank shall require the Client's cash to be available on an account, kept in his/her name with the Bank, on the day of acceptance of the order.

47.3.1 Where it is admissible by law for the payment for the financial instruments not to take place in parallel with their transfer (on a regulated or non-regulated market), UniCredit Bulbank may not request payment from the buyer of the financial instruments under the conditions stated above if there is the explicit written consent of the seller. This is also applicable to other transfer transactions with financial instruments, if the payment is not performed in parallel with the transfer. In such cases, the requirement stipulated in item 47.3. shall apply only for the amount of the commission due and payable by the parties to the transaction.

48. Each order received from the Client may be changed or withdrawn, provided that its execution has

not started, only by the Client itself, or by a person, duly and explicitly authorized for this purpose as per the present rules.

48.1 The withdrawal of orders given by the Client shall be performed in the form and manner provided for giving orders, whereby the withdrawal may be performed on the condition that UniCredit Bulbank has not initiated performance of the order, after being reimbursed for the actions performed until the date of withdrawal.

48.2 The actions performed by the Bank in fulfilling the order without knowing and as it could not have known about its termination, shall be binding for the Client.

49. The risk, related to the result from transactions with financial instruments, shall be borne by the Client. UniCredit Bulbank shall be liable only for the precise, lawful and diligent implementation of its contractual relations accordingly, with due diligence, and not for the final financial result achieved by the Client within the parameters of the order.

50. The Client shall accept the reports delivered to it by UniCredit Bulbank on the performance of the assigned order pursuant to Items 31 and 34. In case the Client has any objections to the reports, he/she shall provide a detailed reasoning in a notice sent to UniCredit Bulbank within 10 days after the delivery of each report under the procedure defined in Items 31 and 34. If within this term the Client does not raise any objections, it shall be considered that he/she has approved and accepted the report on the order's execution.

51. Foreign nationals, who as counter parties of UniCredit Bulbank have acquired securities in their name, but for the account of other foreign nationals under a client account, shall identify their clients and the transactions performed for their account before the Commission within 3 business days from the date of the written request, as well as give periodic notices under the conditions determined by the regulation prepared for the purpose by the Commission.

## **V. Individual Portfolio Management**

52. Where UniCredit Bulbank at the risk, responsibility and for the account of the Assignor by his/her order undertakes to manage an individual portfolio of financial instruments, provided to it for management at its own discretion under conditions, which are considered to be the most expedient and beneficial ones for the Client, taking into account his/her investment purposes, financial resources to bear the related investment risks, his/her experience and knowledge, about which it has been informed by the Client under the conditions set forth in Item 15.1 above, without the need of any special and additional instructions on his/her part in relation to their management, a specific contract shall be concluded with a minimum subject content, including the following mandatory requisites:

52.1 management of the individual portfolio;

52.2 type of securities, included in the portfolio;

52.3 type of securities that may be acquired by UniCredit for the account of the Client;

52.4 the operations to be performed;

52.5 investment goals, strategy and restrictions as regards the investment activity of the Client;

52.6 Deadlines and the reporting methods.

53. The operations, which the Bank shall perform in managing an individual portfolio depend on the volume of the representative power, established thereto with a notary certified power of attorney, an integral part of the contract, in compliance with the effective legislation and the present General Terms and Conditions, and they may include:

53.1 Transactions involving sale, purchase, replacement of securities;

53.2 Keeping of the Client's securities and cash;

53.3 Exercising the rights under the securities, including collection of dividends, interests, principals, representation before the issuer of the securities and at the general meetings of the holders of securities and other such;

53.4 Deduction and payment of tax pursuant to the effective legislation in the country;

53.5 Undertaking actions before the tax authorities for non-deduction / refunding of tax where there are legal reasons for it;

53.6 Purchase and sale of foreign currency;

53.7 Effecting and controlling of payments in relation to the securities;

53.8 Other actions related to the administration of securities, including unlimited representation with full disposal rights before places for performance of client orders and depository institutions.

54. The fulfillment of the specific contracts, including the accounting and the transfer of the result, shall be carried out as per the procedure of the Markets in Financial Instruments Act, the Public Offering of Securities Act and the by-laws for their implementation, the present General Terms and Conditions

and the Contracts for individual orders, concluded with the Client. The contracts shall contain explicit information about the specific operations, for the performance of which the investment intermediary is being authorized; about the restrictions of the investment activity, if any, and the clause that the Client's securities and cash are fully managed for his/her account, at his/her risk and for his/her responsibility, without any guarantees for income.

55. The Bank shall start exercising the rights included in its established representative power, after the written confirmation of each forthcoming activity and transaction, received via tested telex, fax, SWIFT, e-mail from the Client.

55.1 In the cases of management of an individual portfolio at the Bank's own discretion, the Client, by signing the contract, gives beforehand his/her confirmation for each operation or transaction, performed by it on the basis of the contract, whereby authorizing the Bank to conclude transactions and perform management operations without the need of separate orders on his/her part.

56. When an individual portfolio is managed at the Bank's own discretion and without specific orders by the Client, the value of his/her portfolio shall be appraised at the end of each month following:

56.1. the mark-to-market method, where each position is appraised by current market value. The current market value for each position of securities is determined on the basis of:

56.1.1 the price of concluded transactions with those securities, approved for official on the respective regulated market or another organized market (average price, closing price or another price that is recognized as official), or (if there is no such)

56.1.2 The best "buy" offer of the respective securities of the Exchange or another organized market, or (if there is no such)

56.1.3 The best "buy" offer under Reuters or another sufficiently reliable source of information about securities, traded on the local or international market.

57. In the cases where the Bank acts in the capacity of a trustee, the Client shall give beforehand his/her confirmation about each operation or transaction, performed by the Bank in fulfillment of the clauses of the specific contract and pursuant to the General Terms and Conditions under which UniCredit Bulbank opens accounts for keeping and management of securities.

## **VI. Amendment and termination of the contract**

58. For each specific order for purchase or sale of financial instruments accepted for execution by UniCredit Bulbank, the Bank shall conclude with the client a Contract for Order as per a standard template, representing an integral part of these General Terms and Conditions. The contract for each specific order may be amended or supplemented only by an annex, signed by authorized representatives of the two parties.

59. The contract for each separate order for purchase and sale of financial instruments concluded pursuant to Item 58 above shall be terminated:

-With the expiry of the term of validity of the specific order, if its execution has not started;

-Upon fulfillment of the subject of the order;

-With a unilateral notice from the non-defaulting party to the defaulting party, given in pursuance of these General Terms and Conditions and the Contract;

- By mutual consent.

60. The termination of the contract under Item 58 between the Bank and the Client by mutual consent shall be effected with a written agreement settling the relations between the parties with regard to the repayment of their mutual liabilities.

61. Upon termination of the contract for each separate order by the client through its withdrawal, he/she shall pay to UniCredit Bulbank all fees, commissions, other charges and damages, accrued and/or suffered by the Bank for its account until the date of or as a result of the termination. In these cases the Client shall also pay all additional costs related to the termination and the losses arising in result of it for the Bank.

62. The Bank shall be authorized by the Client to collect its due and payable receivables, enforceable against him/her and arising on the grounds of the contract for each specific order for purchase / sale, from the Client's account under the procedure for automatic collection and through offsetting. Prior to the repayment of the receivables of the Bank, the latter shall be entitled to lien over the assets acquired for the account of the Client, including the financial instruments, subject of the transaction.

63. Upon termination of the contractual relations for each order, if the Client does not have liabilities to

UniCredit Bulbank pursuant to the contract and in accordance with these rules, that have emerged prior to or on the date of its termination, and/or if the client has not concluded a Contract for safekeeping of securities, the Bank transfers its financial instruments held thereby in favour and for the account of the Client in the form required by law in accordance with the regulations of the respective depository institution, in favor of the client to sub-account of another person, indicated by the client preliminary or within 1 month time after the termination of the contractual relationships or to a personal account of the client, including by opening of a new account, for which the client shall be deemed informed.

## **VII. Trade via an electronic system for submitting orders**

64. The Bank may conclude contracts with its clients via an electronic system, approved by a regulated market, for submitting orders for purchase or sale of financial instruments by order of the client.

65. The access to the system stated under Item 64 and the entering of orders by clients of the investment intermediary – subscriber to that system, is performed by means of an electronic certificate, issued in the name of the client and in pursuance of the requirements, established in the internal rules of the regulated market for operating with the respective electronic system. In case the client is to enter the orders via a proxy, the certificate shall be issued in the name of the proxy. As information, in the certificate it shall be written down that he/she acts in the capacity of a proxy and for account of the respective client.

66. The order filed via an electronic system shall be considered submitted at the client's initiative.

67. The payment under a transaction, concluded in the course of fulfillment of an order submitted via an electronic system, shall be effected on-account only.

68. The Bank may not order with the relevant depository institution any transfer of the financial instruments from a personal account under a client's sub-account to the investment intermediary, if the client, or its proxy, respectively, has not provided a certifying document (a depository receipt) for the financial instruments or if another circumstance is in place causing any doubt about undue establishment of identity or misrepresentation. The Bank shall keep for its archives all certifying documents (depository receipts) and it shall deliver them to the Central Depository as per the procedure set forth in its Rules.

## **VIII. Acting as a registration agent**

69. The investment intermediary shall perform the activity of a registration agent in compliance with the requirements of the applicable legislation on the grounds of a concluded and effective contract with the relevant depository institution, if such is required. The Bank shall act as a registration agent where in pursuance of a written contract, concluded with the Client, it submits information and documents to the respective depository institutions for registration of:

- transactions with financial instruments, concluded in advance directly between the parties (including transactions under Article 149a, Para. 4 LPOS)
- transfer of dematerialized financial instruments in case of donation and inheritance;
- change of information about the holders of dematerialized financial instruments, correction of wrong data, issue of exact copies of certifying documents;
- request for information and restriction in case of inheritance, as well as other actions, provisioned in the regulations of the respective depository institution.

69.1 Item 69 shall not apply with regard to dematerialized government securities, issued by the Ministry of Finance.

69.2 The registration forms and the templates for declarations are obtained from the depository institution.

69.3 The clients shall be obliged to prepare and sign all the necessary documents for registration of the transactions and operations, specified in Item 69 above.

69.4 At the request of the buyer and with the consent of the seller upon transactions with financial instruments under Item 69, proposal one, information about the sale price may be deposited with the Bank—registration agent, until the transaction is registered with the competent depository

institution.

69.5 The Bank shall undertake and inform the parties that at the request of the seller and with the consent of the buyer upon sale and purchase of dematerialized financial instruments under Item 68, proposal one, the amount representing the sale price under the transaction shall be deposited with the bank-registration agent, until the transaction is registered with the Central Depository. The settlement of such a transaction shall be effected after it is announced on the respective regulated market, determined in its regulations and in the regulations of the Central Depository.

70. The Bank shall refuse to accept documents for performing registration if:

1. not all the required data and documents are in place, if the provided documents contain obvious irregularities or there are irregularities or contradictions in the data;
2. a party to the transaction declares that it possesses inside information about the financial instruments – subject of the transaction, if those are traded on a regulated market, or about their issuer;
3. the transferor, or its proxy, respectively, has not submitted a certifying document (depository receipt) about the securities or there is another circumstance, which gives rise to any doubt about undue establishment of identity or misrepresentation;
4. the party to the transaction, or its proxy, respectively, declares performance by profession of transactions with financial instruments;
5. the party to the transaction, or its proxy, respectively, declares that the transaction represents a concealed purchase or sale of financial instruments.

71. For its activity as a registration agent, the Bank shall keep a separate log and it shall disclose information about the transactions under Item 69 following the envisaged procedure.

## **IX. Conditions and procedure for amendment of the General Terms and Conditions**

72. UniCredit Bulbank undertakes to present to the Client, upon conclusion of a contract therewith, these General Terms and Conditions, which fact shall be verified by the Client in writing by stating in the specific contract that they have been delivered to him/her and that he/she is acquainted with them. The General Terms and Conditions shall be binding for the Client and they shall become part of the terms and conditions of the specific contract only if the latter declares in writing that he/she accepts them, as for this purpose that may be stated in the specific contract itself or in an additional written notice from the Client to UniCredit Bulbank.

73. The amendments and supplements to these General Terms and Conditions as well as the Tariff, made by UniCredit Bulbank AD, shall take effect for the Client after being approved by the competent body of the Bank.

74. The General Terms and Conditions have been approved by the Management Board of UniCredit Bulbank and may be amended with a decision of the Management Board only.

## **X. Declarations**

75. The Client shall declare that he/she has received the information, which UniCredit Bulbank is obliged to provide him/her with in its capacity of an investment intermediary pursuant to MFIA, the Public Offering of Securities Act and the regulations for their implementation, and that he/she understands and accepts the risks, related to investing and transactions with financial instruments, as well as that he/she is acquainted with the announced Tariff of UniCredit Bulbank for transaction with financial instruments and with these rules and accepts them.

## **XI. Applicable laws**

76. For any issues that have not been settled in the General Terms and Conditions and the specific contract, there shall apply MFIA and LPOS, the Law Against Market Abuse with Financial Instruments and the by-laws for their implementation as well as the provisions of the effective legislation. In case the written contract establishes different provisions from those of the present General Terms and Conditions, the provisions of the respective contract shall have priority.

77. Any disputes, arising between UniCredit Bulbank and any Client in relation to the fulfillment of contractual obligations shall be resolved with good will, and in case of inability to settle the disputable issues those shall be referred to the competent Bulgarian court.

## **XII. Final provisions**

78. The relations between the Clients and UniCredit Bulbank with regard to the execution of a bank transaction and/or use of a financial service shall be settled by means of a written contract.

79. UniCredit Bulbank shall deliver (personally to the Client, at a cash desk against a signature, in a bank cassette of the client – in the office of the Bank where the order was submitted) or send (where this is appropriate in view of the type of the information and the relations established with the Client, by mail with registered mail, telex, fax, e-mail or another means of communication) to the address given by the Client, and it shall provide on its website (where this is appropriate in view of the type of the information and the relations established with the Client) pursuant to the provisions of the specific contract the information, which UniCredit Bulbank is obliged to provide to the Client in its capacity of an investment intermediary as per the applicable legislation. The specified information, as well as the correspondence between the Bank and the Client, shall be prepared and provided in Bulgarian; at the request of the Client, information and correspondence may also be provided and exchanged in English.

80. The present General Terms and Conditions shall become a part of a concluded contract, which makes an explicit reference thereto, only with a written confirmation from the Client – party to the contract with the Bank.

81. The present General Terms and Conditions have been drawn up on the grounds of Art. 13, Para. 2, item 4 of the Markets in Financial Instruments Act and they are in conformity with Regulation No 38 on the Requirements to the Activity of Investment Intermediaries.