

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

by **UNICREDIT BULBANK AD**, entered in the Commercial Register with the Registry Agency under UIC 831919536, registered seat and address of management: 7 Sveta Nedelya Sq., Vazrazhdane District, city of Sofia, website: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), licensed to carry out banking activities under the supervision of the Bulgarian National Bank by virtue of Order No. ПД 22-2249/16.11.2009 of the Governor of the Bulgarian National Bank.

These General Terms and Conditions for opening, servicing and closing bank accounts of individuals and for providing payment services and instruments, hereinafter referred to as the General Terms and Conditions, shall govern the relations between UniCredit Bulbank AD (the Bank) and its customers – individuals concerning the opening, servicing, carrying out transactions and closing payment accounts as well as the provision of payment services and the related transactions by the Bank from and on the payment accounts in accordance with the requirements of Payment Services and Payment Systems Act (PSPSA) and the regulations related to its application. The present General Terms and Conditions have the legal effect and consequences of a framework agreement pursuant to the Law on Payment Services and Payment Systems and are mandatory for the customers of the Bank. They lay down the general requirements for the payment relations subject to each individual agreement for opening and keeping the individual types of bank payment accounts and for execution of the payment services and operations provided by the Bank and they form a part of its content.

### SECTION I: BANK ACCOUNTS

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

##### I. BANK ACCOUNT OPENING. PERFORMING DEPOSITOR IDENTIFICATION

1. The Bank opens and services bank accounts in local and foreign currency of individuals while observing the provisions of Ordinance 3 of the Bulgarian National Bank 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments, the Payment Services and Payment Systems Act, Credit Institutions Act, Bank Deposit Guarantee Act, these General Terms and Conditions, the bank's Tariff on the Fees and Commissions for Individuals and other relevant regulations.
2. A bank account shall be opened personally by the Depositor or by a person authorized by the Depositor after the Bank identifies the Depositor and the authorized person, if any. For identification purposes the following documents and information shall be provided:
  - 2.1. Official identity documents and, if applicable, certified copies of other official personal documents of the persons having the right to carry out operations related to the available balance on the bank account. These documents shall contain the following information: full name; date and place of birth; official personal identification number or another unique identification element shown on an official identity document/another official identity document before the expiry date and which shows the person's photograph; each citizenship held by the person; country of permanent residence and address (a post office box number is not sufficient)
  - 2.2. Original power of attorney, if any, specifying explicitly and exhaustively the type and volume of the activities which the proxy is authorized to perform on behalf of and at the expense of the Depositor;
  - 2.3. Duly filled-in questionnaires and/or a template declaration of the bank or such stipulated in an applicable regulation signed by the Depositor
  - 2.4. The bank has the right to request, and the Depositor shall provide information and documents (including but not limited to filled-in questionnaires and/or template declarations of the bank or such stipulated in an applicable regulation) about the Depositor, the countries in which the Depositor is a resident for tax purposes, the purpose and nature of the relations with the bank, etc
3. The Bank has the right to:
  - 3.1. check the identification data of the Depositor and his/her proxy, if any.
  - 3.2. require any other necessary documents and information when relations are established with the Depositor with a view to meeting its obligations under the Measures against Money Laundering Act (MAMLA) and the other applicable legislation, including but not limited to identification of the origin of the funds and source of assets (where applicable) of the Depositor. The Depositor shall provide the requested information and documents;

- 3.3. check all data, information and documents provided by the Depositor at all times using independent sources and require that the Depositor provide additional information and documents;
- 3.4. store the data, information and documents under item 2 and disclose them in accordance with the applicable law and the General Terms and Conditions which the Depositor has been notified of and agrees with.
- 3.5. In case of an established business relationship with the depositor, with a view to the Bank's right to request other necessary documents and information in relation to subsequent (regular) identification and check of the identity of the depositor, including but not limited to the identification of a proxy/legal representative of the depositor, as well as related to opening, servicing, performing transactions from or to, and/or closing a bank account of the depositor, the Bank may request based on its own judgment the submission of documents and information also by an electronic statement, sent to the electronic address/es (e-mail of the depositor) specified by the depositor in an agreement and/or in other document/s provided to the bank, and or made in the profile of the depositor in the channels of the bank for electronic banking, and/or through use of other permanent media.
4. The documents under item 2, issued by a public authority or certified by a legally capable foreign notary public shall have an Apostille affixed thereto if issued or certified respectively in a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (published in the State Gazette 45/ 2001) or in accordance with an effective agreement on legal assistance between the Republic of Bulgaria and the country where the documents were issued/certified or certified pursuant to the Rules for legalization, certification and translation of documents and other papers if they were issued/certified on the territory of a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents or a country with which Bulgaria has entered into a legal assistance agreement. The documents under item 2 which are issued and/or drawn up in a foreign language shall have an official translation into Bulgarian.
5. Any amendments to the documents under item 2 and/or the circumstances certified by such documents shall have effect with regard to the bank only as of the date on which the latter is notified by the Depositor in writing. The Depositor shall immediately notify the bank in the event of any circumstances concerning his/her identification and that of his/her proxies and/or keeping his/her accounts, revocation of a power of attorney, proxy's death, loss, theft or destruction/replacement of an identity document and/or power of attorney, etc.) as well as provide information and documents pursuant to item 2 attesting to these changes.
6. The Bank shall make a decision on the account opening application but is not obliged to provide reasons for its refusal to conclude an agreement.
7. After checking the presented documents, for the opening and keeping of a bank account, the Bank and the depositor shall conclude an agreement for the relevant account, while an implicit part of its content are the present General Terms and Conditions. In case of discrepancy between the requirements set out in the present General Terms and Conditions and the agreed terms in the agreement, the latter shall apply.
8. The Bank allows opening of bank saving account in favour of third beneficial individual - under 18 years old or a person placed under judicial disability, while at the opening of the account, data and documents shall be submitted to identify the person opening the account and the third beneficial party – account holder. Where the account is opened, the special legislative requirements, the present General Terms and Conditions and the agreement for a bank saving account shall be observed.
  - 8.1. Bank saving account in favour of a third party minor/underage person – the account shall be opened personally by the depositor against presenting the ID document of the latter.
  - 8.2. For opening a bank saving account in favor of a minor/underage person, the depositor/s shall fill in an application form for account opening as per a template of the Bank.
  - 8.3. All rights arising from the savings account agreement opened in favour of a minor/underage person shall arise directly for the minor/underage person – Account Holder. If a person is placed under full judicial disability, his/her legal representative shall enter into a bank savings account agreement with the Bank.
9. The Bank allows opening of bank accounts with zero account balance for standard products - current and savings accounts, as well as time deposits. To the latter the terms and conditions under item 48 from the present General Terms and Conditions shall apply.
  - 9.1. Within 30 (thirty) calendar days from the date of opening, the respective bank account shall be replenished (cash or cashless) with an amount not less than the minimum account balance required by the bank for opening the respective type of account as per the Interest Rate Bulletin of the bank for individuals;
  - 9.2. In case the account has remained with a zero account balance after expiry of the term indicated in item 9.1., the Bank shall be entitled to terminate the bank account agreement unilaterally and to close the account without being obliged to give any additional notice to the account holder with respect to this.

## II. INTEREST RATES, FEES AND COMMISSIONS

- 10.** On the funds available on the accounts the Bank shall pay to the depositors interest in the amounts set according to the product group to which they belong depending on the type and the conditions for keeping the accounts, which they hold and the specifics of the various deposit products. The applicable interest rate terms and conditions are published in the Interest Rate Bulletin, which the Bank applies to the different account types in national and foreign currency;
- 10.1.** The interest is accrued daily, it is payable and paid by the Bank in the way specified in item 12 at the end of each interest maturity agreed in the agreement, depending on the type of the account and the terms and conditions for its keeping, it is paid also at the time of closing the account, respectively; Where applicable, in compliance with the legislative requirements, the bank shall pay the due interest after the relevant payable tax is withheld;
- 10.2.** Interest on account shall be accrued starting from the date of replenishing the account with an amount not less than the minimum account balance required by the Bank for opening the respective type of account pursuant to the Interest Rate Bulletin of the Bank;
- 10.3.** The funds available on the accounts shall accrue interest at the annual interest rates defined according to the item 10 above and published in the Interest Rate Bulletin applicable for the period of accrual on a 360/360 basis, pursuant to which one month is considered to have 30 days and one year - 360 days, unless otherwise agreed.
- 11.** The funds available on the bank accounts, which are below the required minimum amount set for the respective deposit product pursuant to the Bank's Interest Rate Bulletin, shall not accrue interest.
- 12.** At the choice of the depositor (the depositors of joint accounts, respectively), the interest paid by the Bank may be capitalized on the account or shall be transferred on an account with the Bank indicated explicitly by the depositor/s in the agreement for a bank account.
- 13.** In case the currency of the account, on which the due and payable interest is transferred is a different currency, the Bank shall convert the amount of the transferred interest applying its officially announced exchange rates for the respective currencies on the date of the transaction.
- 14.** The interest accrued on an account whose account holder is under 18 years old or a person placed under judicial disability shall be capitalized in any case.
- 15.** The changes in the amounts of the interests, fees and commissions established as definable according to the method for defining them set out in these General Terms and Conditions, the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals displayed at the bank's teller desks and/or published on the bank's website, shall have effect on the sight accounts (savings and current accounts) from the date on which they come into effect, indicated in the Interest Rate Bulletin and the Tariff on the Fees and Commissions for Individuals. The changes in the amounts of the fees and commissions established as definable according to the method for defining them set out in these General Terms and Conditions and the bank's Tariff on the Fees and Commissions for Individuals displayed at the bank's teller desks and/or published on the bank's website, shall have effect on the time deposits from the date on which they come into effect, indicated in the Tariff on the Fees and Commissions for Individuals. Upon renewal of time deposits on the maturity date, such deposits shall accrue an interest at the interest rate set for the respective deposit type in the Interest Rate Bulletin of the bank as of the renewal date
- 16.** The Depositor (the depositor under an account in favour of third party, respectively) undertakes to pay to the bank within the terms and in the amounts defined in its approved Tariff on the Fees and Commissions for Individuals applicable at the time of their collection, all fees, commissions and other charges of the Bank, which have arisen in relation to the opening, keeping and servicing of the account or its closing, as well as for the transactions performed on the account.
- 17.** The funds on the accounts shall accrue interests at the interest rates set in accordance with the specified method for defining them depending on the product group of each account, including a group of the contractual accounts according to the type and the conditions for their keeping specified in item 10 above and published on the Interest Rate Bulletin applicable at any time, on equal terms and to all depositors from the relevant groups to which they belong. The funds on the accounts and the interests accrued on them in compliance with the specified requirements are guaranteed by the Bulgarian Deposit Insurance Fund in accordance with the applicable regime and to the maximum amount of the total guaranteed

amount, as stipulated in the Bank Deposit Guarantee Act. As at the date of these General Terms and Conditions this amount is BGN 196,000 in total.

18. The guaranteed amounts of funds pursuant to the Bank Deposits Guarantee Act held with the Bank shall not be paid on accounts of individuals and in the cases provided for in the Bank Deposits Insurance Act.
19. Reimbursement shall not be applicable with regard to the funds on accounts on which there have been no transactions ordered by the depositor during the last 24 months before the date of issuance of an act under Art. 20, par. 1 of the Bank Deposit Guarantee Act, and the balance on each of them is less than BGN 20.
20. The following deposits are guaranteed in an amount of up to BGN 250,000 for a period of three months from the time when the amount was credited to an account of the depositor, or from the time when the depositor gained the right to dispose with the deposit amount:
  - 20.1. deposits of individuals which have arisen as a result of real estate transactions for residential needs;
  - 20.2. deposits of individuals, which occur as a result of paid amounts on the occasion of marriage or dissolution of marriage, termination of employment or termination of a civil-service relationship, disability or death;
  - 20.3. deposits that result from insurance or social security payments or payment of indemnity for damages caused by crimes or a revoked sentence.

The deposits under items 20.1 - 20.3 are not part of the calculation of the total amount of the liability of the Bank to one depositor as per the procedure under the Bank Deposit Guarantee Act within the three-month period indicated above in item 20.

### III. TRANSACTIONS ON ACCOUNTS

21. The Bank accepts, for consideration, to perform on the account, up to the amount of the cash available on it, any common bank transactions performed by the Bank, or other transactions agreed with the Bank in observance of the requirements stipulated in the effective legislation, the present General Terms and Conditions and the concluded agreement for the respective account.
22. Cash on hand and on account transactions may be performed on the bank accounts by order of third parties in observance of the requirements stipulated in the legislation applicable to the time of their performing and the present General Terms and Conditions in their applicable version as to the date of the respective transaction. The Depositor shall declare that s/he is familiar with and shall provide her/his explicit consent with the purpose of her/his identification and guaranteeing the validity of the execution of the ordered transaction for conducting a check of the validity and authenticity of her/his ID document by a special scanning device both upon signing an agreement with the Bank and at the time of performing payment transactions.
23. The Depositor may operate personally with funds from the account after presenting an identity document as well as through his/her representative acting by virtue of an original power of attorney which certifies the signature of the authorizer in accordance with the required procedures. The power of attorney shall explicitly specify the type of the ordered transaction, certified as follows:
  - 23.1. by a Bulgarian notary public in the Republic of Bulgaria;
  - 23.2. by a Bulgarian diplomatic or consular representative abroad;
  - 23.3. by a legally capable foreign notary public, with an apostille affixed to it if certified in a country, signatory to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (published in the State Gazette, issue 45/2001);
  - 23.4. in accordance with an effective agreement for legal assistance between the Republic of Bulgaria and the country, in which the power of attorney has been certified by a legally capable notary public;
  - 23.5. pursuant to the Rules for the Legalizations, Certifications and Translations of Documents and other Books, provided it has been certified in a country other than the countries listed in items 23.3. and 23.4.
  - 23.6. in any other way provided for in the Bulgarian law.
24. Payment transactions on the accounts may be performed by order of the depositor, or his/her proxy, respectively, in every branch of the Bank only if there is financial coverage for the amount of the transaction and the charges, due and payable for performing it, established in accordance with the Tariff for the fees and commissions for Individuals, applicable as of the date of performing the transaction, whereas applying the respective templates for payment documents and upon submitting any other documents required by the effective legislation and/or the internal regulations of the Bank. The bank may request,

- where necessary or at its own discretion, also other documents for identification of the depositors and/or the account holders of accounts and/or for verification of the grounds for the payment in order not to allow any payments under prohibited activities and money laundering.
- 25.** Operations (cash or cashless) on an account opened on behalf or in favour of a person under 18 years old or a person placed under judicial disability shall be performed in observance of the established legislative requirements in this respect, with a permit from the district court at the place of residence of the person.
  - 26.** Cash transfers from/on bank accounts shall be performed in accordance with the applicable legislation and in applying the present General Terms and Conditions - section III. Payment services and instruments.
  - 27.** The exchange rates applied by the Bank in the execution of the payment operations shall be currency exchange rates „buy”/ „sell”, „cash”/ „cashless”, respectively, on the day of execution of the payment transaction, displayed in the bank branches, published on the Internet site and/or made available in the e-banking channels.
  - 28.** The Depositor, or his/her proxy respectively shall immediately inform the Bank in writing in case of any amendments to the documents under item 2 and/or the circumstances certified by such documents as well as provide information and documents pursuant to item 2 attesting to these changes.
  - 29.** The Bank shall not be liable for any suffered damages or benefits foregone resulting from payments executed prior to the submission of a written notice for occurred changes or circumstances under item 28, including in the cases where it has executed an order given by a person having presented for this purpose regular at first sight, but in reality inauthentic documents (with false content and/or inauthentic) and having certified his/her rights to order transactions on the account, including by presenting a regular at first sight power of attorney, in the cases when the representative power of this person was discontinued before the Bank was informed in writing about the discontinuation of the powers of this person. Duly drawn up shall be considered each order that contains the requisites required by the law and the present General Terms and Conditions and signed by a person with right of specimen corresponding to the specimen submitted to the bank.
  - 30.** The Bank shall effect from the account of the depositor each entered with it order for cash and/or cashless payment, which is admissible as per the effective legislation, the applicable rules for payment and the Terms and Conditions according to which the account is kept.
    - 30.1.** Subject to execution shall be such an order that is received in the Bank and has all the documents required for its execution appended to it, and which has been made in compliance with all the standard requisites, has been signed by a person/s who has/have rights to order transactions on the account, whose signature appears to correspond to the signature laid in front of a Bank clerk or to a specimen of the signature/s submitted in a notary certified form;
    - 30.2.** The executed payment orders, which were received in the Bank, corresponding to the requirements set forth in the preceding item, are the necessary and sufficient valid reason for the ordered transactions to be executed by the Bank in good faith while the consequences from this execution shall be borne by the depositor;
    - 30.3.** The Bank shall not be held liable in case it has performed in good faith, according to the provisions of item 30.1, a transaction under the current account of the depositor, ordered to it in writing by a person/s, whose signature/s on the order, laid outside the Bank correspond/s to the specimen of the signatures of the persons who have rights to order transactions under the account and which person/s on the grounds of unambiguous circumstances appear/s to be entitled to dispose with the cash available on it. The risk and the consequences from the execution of orders that at first sight have appeared regular, which afterwards are found to be counterfeit, shall remain at the expense of the depositor to the account;
    - 30.4.** In accordance with the provisions of the Payment Services and Payment Systems Act and Ordinance 3 of the BNB of 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments, the Bank is entitled to collect automatically, through an adjusted transfer or debit of the unduly received and payable amounts credited into the accounts of its customers from the cash available on them or from the cash available on any other account of theirs with it and to debit the amounts ordered for transfer which are still not collected to which the Depositor shall provide his/her explicit written consent by signing the account agreement;
    - 30.5.** Upon receipt of an order of distraint from authorities authorized by virtue of the legislation in respect of accounts in national and foreign currency of individuals, the order shall be fulfilled pursuant to the provisions of the applicable legislation.

- 30.6.** The Bank has the right to refuse to carry out transactions from/on a payment account ordered by a proxy of the Depositor if the scope of the his/her powers of representation is not clearly and precisely specified;
- 30.7.** The Bank has the right to refuse to carry out a transaction from/on a payment account in the cases under art. 17 of MAMLA.
- 31.** The Bank shall not be held responsible for blocked amounts and/or operations by another bank participating in the payment process in execution of payments by order /in favour of individuals and legal entities and countries, which are subject to restrictions and/or sanctions.
- 32.** The depositor shall be obliged to inform the Bank for each unauthorized or inaccurately executed payment transaction without undue delay after becoming aware of such a transaction, but in any case no later than 13 months after the date of debiting the account of the depositor. The depositor shall be considered to have become aware of the unauthorized or incorrectly executed payment transaction at the latest upon the receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Payment Services and Payment Systems Act.
- 33.** The Bank has the right to collect automatically from the accounts of its customers its due receivables according to the type of the account for account opening, keeping, maintaining and closing, servicing of transactions as well as unduly received amounts at initial absence of grounds, including as a result from a fraud and/or wrong instructions and/or banking and technical errors. In case of lack of available funds on the relevant account, the Bank shall collect its due receivables from the cash available on any other account of the depositor (of any of the depositors to the joint account, respectively) held with it, for which with the signing of the account agreement the depositor (all depositors to the joint account respectively) shall agree explicitly in writing to direct debit in favour of the Bank with respect to the accounts they have in the Bank.
- 34.** In case the depositor has an account in a currency other than the currency of his/her liability to the Bank, the latter shall collect its receivable from that account based on the officially published by the Bank buy/sell exchange rates for bills payable in foreign currency on the date of the transaction.
- 34.1.** The Bank shall reserve its right to debit the account automatically for the payment of any additional charges, including such of the foreign banks in relation to the execution of orders of a depositor or a proxy, respectively;
- 34.2.** In case due to insufficient funds on the account, the Bank is unable to collect in full its fees or commissions payable to it by the depositor, the Bank shall collect entirely the remaining funds on the account via direct debit and shall have its receivables repaid in the amount up to the available account balance;
- 34.3.** Should after the operations under the preceding item no funds be paid in on the account for two consecutive months so that the bank is unable to collect its due amounts and/or the fees for servicing the account, as that period has the legal effect and consequences as of a notification, the Bank shall be entitled to terminate the Bank account agreement unilaterally and to close the account without having to provide any additional notice to the depositor/s in that respect.
- 35.** In case of an unauthorized or inaccurately performed transaction, the Bank shall determine its correct execution in accordance with the order registered and booked according to the regulatory and internal requirements, as well as that the transaction is not affected by a technical failure or some other deficiency.
- 36.** In case of an unauthorized payment transaction the bank shall immediately reimburse the payer with the amount of the transaction, in any case no later than the end of the next business day after the Bank has noticed or has been informed about the unauthorized transaction unless the bank has reasonable doubts for fraud and notifies the respective competent authorities. Whenever necessary, the payer's provider of payment services recovers the payer's account in the state it would have been if the unauthorized payment transaction has not been performed. The Bank shall be informed in writing by the payment service user when the payment service user has learned about the unauthorized payment transaction. The value date for crediting the payer's payment account is no later than the date on which the account was debited with the amount of the unauthorized payment transaction. The recovery by the Bank of the unauthorized payment transaction amount into the authorized holder's payment account does not prevent the Bank from holding the payer responsible in compliance with the legislation regarding the recovered amount of the payment transaction if the payment transaction was authorized by the payer.
- 36.1.** Where a payment order is initiated by the payer through a payment initiation service provider, the Bank shall refund to the payer the amount of the non- executed or defective payment transaction and,

where applicable, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. The burden shall be on the payment initiation service provider to prove that the payment order was received by the payer's Bank in accordance with Article 83 of the Payment Services and Payment Systems Act and that within its sphere of competence the payment transaction was authenticated by it, accurately recorded and not affected by a technical breakdown or other deficiency linked to the non-execution, defective or late execution of the transaction. Where the payment initiation service provider is liable for the non-execution, defective or late execution of the payment transaction, it shall immediately compensate the Bank at its request for the losses incurred or amounts paid as a result of the refund to the payer

37. Any losses shall be borne by the payer, regardless of their amount, should they result from unauthorized or inaccurately performed payment transaction as a result from fraud or non-fulfillment of the customer's obligations in using the respective payment service or due to gross negligence, or upon any misuse assisted by the payer.

#### IV. INFORMATION AND FINANCIAL REPORTING ON THE BANK ACCOUNT

38. For ensuring the accurate execution of a payment order for performing the payment services, the payer shall be obliged to fill out precisely, accurately and completely the payment documents with all requisites required for the correct execution of the ordered transaction, including the the international number of the bank account (IBAN), the international bank identification code of the bank (BIC), whenever any such is required pursuant to the effective legislation or any other unique identification number of the recipient's account.
39. The Bank shall provide to the depositor in the form of a statement of his/her account, information about all deposited amounts, payments and the available balance on the account within the terms, scope and in accordance with all requisites pursuant to Payment Services and Payment Systems Act and Ordinance 3 of the BNB 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments , the provisions of the present General Terms and Conditions and the Tariff for the fees and commissions of the Bank for individuals and Interest Rate Bulletin applicable to the date of the statement. The statements shall be provided in a way specified by the depositor or his/her proxy respectively
40. Information about an ordered cash transfer is provided on the teller desks of the Bank immediately after the execution of the transfer as well as via the electronic channels of the Bank, in case it is ordered electronically.
41. The Bank shall provide information for received available cash transfers upon request by the recipient under the payment service, as well as via the e-channels.
42. The Bank corrects unauthorized or inaccurately executed payment transaction only if the depositor notifies the Bank without undue delay after becoming aware of such a transaction, which gives rise to a claim, however, no later than 13 months after the date of the debiting of customer's account. The depositor shall be considered to have become aware of the unauthorized or incorrectly executed payment transaction no later than the time of receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Payment Services and Payment Systems Act.
43. In fulfilling its obligation for providing the information required by law, the Bank shall maintain and provide at the disposal of its customers actual, complete and detailed information for the products and services offered by it, the methods for determining the interest rates, fees and commissions, the amounts of the calculated interest rates, exchange rates based on them, as well as the content of the effective and applicable Interest Rate Bulletin, Tariff for the fees and commissions of the Bank for individuals and the present General Terms and Conditions by making such information available in the bank branches, on the Internet site and via the e-banking channels. The depositor shall undertake to follow and to keep himself informed of the content of the effective and applicable General Terms and Conditions, Tariff and Interest Rate Bulletin of the Bank, as well as all changes to them and is not allowed to claim being unaware of the terms and conditions of the Bank applicable at any time, as listed in detail above, which are binding for the depositor and commit him/her from the date of their announcement in the bank branches, publishing on the Internet site or e-channels, on the condition that they do not refer to changes, which take effect at the times set according to the regulatory framework.

## V. CLOSING

- 44.** The agreement for bank account opening and keeping shall be terminated and the account shall be closed:
- 44.1.** at the request of the depositor, or his/her proxy, respectively, in any branch of the Bank;
  - 44.2.** upon non-fulfillment of the customer's obligations under item 9.1, the Bank shall be entitled to close the account unilaterally and without being obliged to give any additional notice to the account holder with respect to this
  - 44.3.** in case there is no transfers to the account for covering the charges due to the Bank according to its Tariff of fees and commissions for individuals for two consecutive months, which period has the legal effect and consequences as of a notification, the Bank shall be entitled to close the account unilaterally without having to provide any additional notice to the depositor in that respect.
  - 44.4.** unilaterally by the Bank in case of making a decision for terminating the offering of a specific type of account and/or in case of impossibility for technical maintenance after the providing of a two months notice to the account holders. The account's balance will be transferred to opened by the Bank account's holder payment account with no specified term, unless other instruction have been given to the Bank by the account's holder. The Bank informs the account holder about the international bank account number (IBAN) of the opened payment account. If the specific type of account is a deposit, Art. 50 shall apply.
  - 44.5.** by two-month notice from the Bank to the depositor;
  - 44.6.** in the event of death of the Depositor, while the terms and conditions set forth in item 46 below shall apply;
  - 44.7.** by giving notice with immediate effect as of the date thereof in case the Depositor is a defaulting party under the bank account agreement and/or in case of non-fulfillment by the Depositor of any of his/her obligations stipulated in the present General Terms and Conditions, including but not limited to the cases when a breach of the prohibitions for carrying out the transactions specified in items 132 and 133 of the present General Terms and Conditions has been identified
  - 44.8.** by giving notice with immediate effect as of the date when it is identified that the depositor is on a Sanctions List drawn up by the United Nations Security Council, OFAC's SDN lists and the European Commission's Sanctions Lists;
  - 44.9.** by giving notice with immediate effect as of the date when it is identified that depositor is on a list under the Measures Against the Financing of Terrorism Act. This list of natural persons, individuals and organizations against which special measures are imposed has been drawn up by the Council of Ministers.
  - 44.10.** by giving notice with immediate effect as of the date when it is identified that the depositor is a person involved in terrorist or terrorist financing activities on other regulatory or contractually established grounds.
  - 44.11.** on other statutory or contractually established grounds.
- 44A.** The start of the period of the notice under item 44.5, and respectively of the notification under items 44.7-44.10 shall be the date of its receipt by the depositor. The notice, and respectively the notification by the Bank, when it is made on paper, shall be deemed to have been received by the depositor when it is sent to the latest mailing address indicated by the depositor to the Bank. In case the depositor has not informed the Bank about any change to the specified mailing address, the notice, and respectively the notification by the Bank shall be deemed to have been received in proper order, regardless of any remarks in the registered mail receipt. The notice under item 44.5, and respectively the notification under items 44.7-44.10 can be sent to the depositor also by:
- 44A.1.** an electronic statement sent to the e-mail address of the depositor (according to the definition of this term in item 3.5.)The notice, and respectively the notification shall be deemed to have been received by the depositor on the day of its sending to the e-mail of the depositor unless an automated message is received from the e-mail of the depositor that the message has not been sent successfully and/or its receipt has failed;
  - 44A.2.** an electronic statement made in the profile of the depositor in the channels of the Bank for electronic banking;
  - 44A.3.** other permanent media.



- 45.** The framework agreement about a payment account with basic features can be terminated by the depositor in accordance with subpara. 44.1 of the present General Terms and Conditions or unilaterally by the Bank in accordance with Art. 121 of the Payment Services and Payment Systems Act only if at least one of the following conditions is fulfilled:
- 45.1.** The depositor has used deliberately the payment account for illegitimate purposes;
  - 45.2.** No payment transaction has been performed on the payment account for more than 24 consecutive months;
  - 45.3.** The depositor provided false information in order to open a payment account with basic features while the provision of the true information would have led to a rejection for the opening of the account;
  - 45.4.** The depositor does not reside anymore lawfully in the EU;
  - 45.5.** The depositor has subsequently opened another payment account with a bank for the use of the services listed in item 48.2.
  - 45.6.** The depositor breaches the present General Terms and Conditions.
  - 45.7.** Should the Bank terminate the framework agreement for the payment account with basic features on one or more of the grounds specified in subpara. 45.2, 45.4, 45.5 and 45.6 of the present General Terms and Conditions, it shall inform the depositor for the reasons and grounds for this termination by means of a two-month notice unless the disclosure of this information would contradict the national security and public order objectives.
  - 45.8.** When the Bank terminates the framework agreement for the payment account with basic features based on subpara. 45.1 or 45.3 of the present General Terms and Conditions, the termination shall become effective immediately.
- 46.** The Bank shall be notified in writing in the event of death of a depositor. Such notification may be made by any person in any branch of the Bank and it has to be accompanied by a copy of death certificate
- 46.1.** The amounts on the accounts of the deceased depositor shall be paid to the heirs of the deceased person after filling in a template application provided by the Bank and signed by the heirs or by their proxy and after submission of a copy of death certificate, an inheritance Certificate, announced Testament (as applicable), a certificate by the Municipality in the place of residence of the legator stating that the amounts under the accounts have been declared and the inheritance tax has been paid, if any according to the law, a certificate issued by the territorial division of the National Social Security Institute, which states the last month with right for receipt of pension of the deceased as well as the latest month in which a pension was transferred on the account of the depositor (in case a pension was paid-in on the account). The transferred amount paid for time after the month in which the depositor deceased shall be automatically refunded from the Bank to the territorial division of the National Social Security Institute. If necessary, as well as in all cases of any international component in the inheritance, incl. in case of a provided European Certificate of Succession (ECS) before the payment of the amounts the Bank shall have the right to request the submission of other documents by the heirs.
  - 46.2.** In case there are several heirs, they should appear together personally (or the heir/heirs should be presented by explicitly duly authorized person/ persons for receiving their shares. The Bank shall not be held responsible for the distribution of the shares of the heirs.
  - 46.3.** In case an heir appears to receive amounts from accounts of a legator separately than the other heirs, the Bank has the right to reject to perform calculation and to pay only his/her share.
  - 46.4.** If the deceased depositor was given access to the account/s by payment instrument, his/her heirs with the payment request for receiving their shares shall return to the Bank all physical media related to the payment instrument including additional debit card if any.s.
  - 46.5.** Permission of the District Court shall be obtained for the payment of amounts from the share of the heir to a minor or an underage person or to an heir placed under limited or full judicial disability respectively at the current address of the heir
  - 46.6.** Any disputes between heirs regarding amounts on the account shall not be raised to the Bank but shall be resolved as per the procedure foreseen in the legislation. The Bank shall not be held responsible for payments that are made in compliance with the law in execution of orders by persons authorized to make such payments until the day of receiving a written notification for the death of the depositor. In such event, the disputing heirs may distraint the account only by submitting to the Bank an order of distraint from the competent court authority.

- 46.7.** After the amounts from the account/s are paid to the heirs of the depositor, the account shall be closed.
- 46.8.** The Bank may set additional requirements before allowing any transactions with the accounts of the deceased depositor.
- 47.** If the information about a depositor's death is accurate, the bank has the right to block his/her accounts opened with it without receiving the notification under item 46.

## CHAPTER II. TYPES OF BANK ACCOUNTS

### I. CURRENT, SAVINGS AND DEPOSIT ACCOUNTS

- 48.** The Bank concludes agreements for opening of the following types of accounts for individuals:
- 48.1.** Current accounts - for keeping money payable at sight without any required term for giving notice from the depositor to the Bank, as well as for performing payment transactions on depositing, transferring and withdrawal of funds;
- 48.2.** Payment account with basic features—through which the following services in BGN are provided on the territory of the country:
- 48.2.1.** Opening, use and closing of a payment account;
- 48.2.2.** Depositing funds on a payment account;
- 48.2.3.** Withdrawing cash on hand from a teller desk or ATM during or outside banking hours;
- 48.2.4.** Direct debiting;
- 48.2.5.** Payment transactions executed by a payment card, incl. online payments;
- 48.2.6.** Credit transfers, incl. orders for regular transfers on ATMs and POS and on the teller desks, if applicable and through the online banking systems of the Bank.
- 48.3.** Savings accounts - for keeping cash amounts intended for accumulation, payable without any required term for giving notice, upon pre-agreed payment terms and conditions and in compliance with the terms and conditions published by the Bank, pursuant to the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals
- 48.4.** Deposit accounts - for keeping money payable on an agreed date (maturity) or upon arising of other agreed terms and conditions for payment and in compliance with the terms and conditions published by the Bank, pursuant to the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals.
- 48.4.1.** The Bank allows opening of standard deposit accounts with a zero account balance only for deposits with a term of 1 (one) month.
- 48.4.1.1.** A Depositor, or his/her respective proxy respectively, who has opened a one-month standard time deposit with a zero account balance, shall have the right on the maturity date to renegotiate the deposit for a term other than one month as in such case he/she shall be obliged to replenish the deposit account with the required minimum account balance amount according to the Interest Rate Bulletin of the Bank.
- 48.4.1.2.** The first interest payment under monthly deposits, which are initially opened with a zero account balance, shall be calculated on a first interest group basis as per the Interest Rate Bulletin regardless of the received amount. On the maturity date, for the new deposit term, if there is no renegotiation of the term, the interest rate shall correspond to the interest group according to the deposit amount.
- 48.4.2.** The accrual of interests on the deposit accounts shall start from the date on which the accounts are replenished with the deposit amount.
- 48.4.3.** The cash available on the deposit account shall accrue interest after the expiry of the deposit term at annual interest rates defined and included in the Interest Rate Bulletin of the Bank valid as of the date of signing the account agreement.
- 48.4.4.** On the maturity date, upon each renewal of the deposit term, the Bank shall add to the amount on the deposit account the interest accrued until that time or it shall transfer it to another account pursuant to the instructions given by the depositor in the deposit account agreement.
- 48.4.5.** In case the maturity date is a non-business day for the Bank, the due and payable interest shall be accrued on the first business day thereafter.

- 48.4.6.** On the maturity date of the deposit, upon continuing its effect, the Bank shall have the right to set a new interest rate applicable from the date of renewal of the deposit and indicated in the Interest Rate Bulletin applicable to that date.
- 48.4.7.** If on the maturity date or before that, the depositor has not requested termination of the deposit, either personally or through a proxy, the deposit shall be renewed automatically for the same term as that agreed in the deposit account agreement while applying the effective interest and the other terms and conditions of the Bank applicable to that date, whereas information about these terms and conditions can be obtained by the depositor on the Bank's premises where such information is displayed in a visible place or it also can be found on the Internet site of the Bank.
- 48.4.8.** On the deposit account the Bank shall accept on-account transfers and paying in cash-on-hand prior to the maturity date of the deposit without changing the maturity date and without considering this a breach of the deposit terms and conditions, in compliance with the terms and conditions published by the Bank, pursuant to the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals. Upon additional paying in of funds during the deposit term, the additionally paid-in amount shall accrue interest until the maturity date at an interest rate equal to the one set for the respective time deposit. In case the deposit moves to another interest rate group as a result from the additional paying in, from the date of the additional paying in the Bank shall apply the interest rate applicable to this interest group according to the Interest Rate Bulletin valid as to the time of opening/ last review of the deposit.
- 48.4.9.** The Depositor may operate with the deposit funds on the maturity date. In case the maturity date happens to be a non-business day for the Bank, the depositor may operate with the deposited funds on the first business day thereafter, without considering this breach of the terms and conditions of the deposit.
- 48.4.10.** Partial withdrawal of the deposited funds on the maturity date shall result in automatic renewal of the remainder for the same term agreed in the agreement at an interest rate indicated in the Interest Rate Bulletin applicable to that moment according to the type and the amount of the deposit.
- 48.4.11.** In case of performing an operation with the deposit or a portion of it before expiry of the deposit term, for the days from the replenishment of the deposit account, or last renewal of the deposit respectively, until the date on which the deposit is breached, the Bank shall accrue and pay interest as per the interest rates set for current accounts in the respective currency defined in terms of amount in the Interest Rate Bulletin of the Bank applicable as to the date of breaching the deposit.
- 48.4.12.** Should the deposit be breached by way of withdrawal of a portion of the deposited funds, a new deposit shall be formed with the remaining portion and a new agreement shall be signed, where:
- 48.4.12.1.** the deposit account number shall be preserved provided the term of the deposit is not changed;
- 48.4.12.2.** a new account shall be opened in the event of a change of the term of the deposit.
- 48.5.** Special accounts – accounts with assigned conditions for operating with them or accounts serving some special purpose, whose specific terms and conditions are defined in the relevant agreement;
- 48.6.** Joint account - may be opened for two or more depositors in the event of a filled out and signed by all of the depositors application for joint account opening as per a template of the Bank.
- 48.6.1.** No joint account may be opened where one of the account holders is a minor or underage child. Such a person may become an account holder only in certain circumstances – in the event of death of one of the depositors when an heir is a minor or underage child. All of the depositors to a joint account shall have obligations to the Bank under the conditions of passive solidarity in respect of repayment of the due fees and commissions for opening, servicing and closing the account, as well as for performing operations on the account, as foreseen in the bank's Tariff on the Fees and Commissions for Individuals;
- 48.6.2.** On the joint account amounts may be received cash-on-hand or on-account either on behalf of all of the depositors or on behalf of any of them. After the amounts are received on the account, all

the depositors may operate with them together, regardless on whose behalf the amounts were deposited or transferred unless explicitly agreed otherwise.

- 48.6.3.** Account operations by the depositors via a proxy shall be allowed only if the proxy has an authorization by all the depositors altogether. A proxy of one of the depositors to the account may operate with cash available on the account only in conjunction with the other depositors to the account and on condition that the proxy has an explicit authorization by the respective depositor.
- 48.6.4.** The Bank shall not have any responsibility for the relations between the depositors and/or their proxies in the event of and in connection with operating with the funds on the account that is performed by any of them. Should the instructions given by a depositor or a proxy be contradictory to or inconsistent with an instruction given by another depositor or proxy, the Bank shall have the right to refuse to execute the instructions until the contradiction is resolved.
- 48.6.5.** The Bank shall execute the received orders of distraint on the joint account completely against the total funds available on the account nonetheless for the repayment of a debt in enforcement of which of the depositors the distraint is imposed and regardless of the amount of the distraint or the size of the share of the amount deposited by the debtor depositor. Because of the co-ownership of the depositors in respect of the funds available on the joint account, the rule of passive solidarity applies in this case as well.
- 48.6.6.** Besides the account closing cases indicated in present General Terms and Conditions, a joint account shall be closed also in the event of:
- 48.6.6.1.** a request submitted by one or more depositors, where for closing the account each of them must have provided his/her consent together with all the rest of the depositors in person or via an explicitly authorized person with a power of attorney certified in accordance with the requirements of the Bank;
- 48.6.6.2.** change in respect of any of the depositors (withdrawal, substitution for another), where a new Application shall be submitted, a new joint account shall be opened and a new agreement shall be signed;
- 48.6.6.3.** death of any of the depositors, where the following conditions apply:
- The Bank shall be notified in writing in the event of death of any of the depositors. Such notification can be made by any person and it should be accompanied by a copy of the depositor's death certificate and a certificate of the depositor's heirs;
  - the surviving depositors and the heirs of the deceased depositor have the right within a period of 30 days from the notification to the Bank to make a joint written statement to Bank that they agree the account agreement to stay in effect for a time deposit until the agreed maturity date comes, while preserving all originally agreed terms and conditions. In such case the heirs of the deceased depositor shall inherit his/her share and an annex to the joint account agreement shall be signed; In case until the expiry of the 30-day period no joint written statement is submitted to the Bank, the account shall be closed down after the funds accumulated on the joint account are paid to the heirs of the deceased depositor and to the surviving depositors, whereas the amount shall be divided into as many equal parts as the number of the depositors at the time of opening the joint account and each part shall be paid to each of the surviving depositors accordingly and one relevant part shall be paid to the heirs of the deceased depositor altogether. The amounts shall be paid in cash or to an account specified by each of the surviving depositors and by the heirs of the deceased person. In case any of the depositors or the heirs of the deceased depositor do not appear at the bank or do not indicate a bank account on which to receive their due amount, the Bank shall open automatically on behalf of the respective depositor or the heirs of the deceased depositor an account and shall transfer the relevant due amount on it. On the accounts automatically opened under the aforesaid conditions, fees and commissions shall be charged for opening, servicing and closing as well as for performing transactions on the account, as foreseen in the bank's Tariff on the Fees and Commissions for Individuals, whereas such fees and commissions shall be collected by the Bank as per the terms and conditions of present General Terms and Conditions, to which the depositors agree by the signing of the joint account agreement.
  - The bank shall have no responsibility or obligation to collect documents or to clarify facts and circumstances related to the legislative requirements, the circle and the rights of the heirs. In this

respect the bank does not check and is not responsible for the authenticity and truthfulness of the content of the documents submitted to it.

- 48.7.** Besides the accounts listed above, the Bank may open also other types of accounts pre-agreeing the terms and conditions with the depositor.
- 49.** All accounts shall be opened, kept and closed pursuant to the present General Terms and Conditions and the individual account agreement. The type of the account and the specific terms and conditions for its keeping and servicing, which are different from those defined in the present GTC, are to be agreed explicitly in the agreement concluded between the bank and the depositor.
- 50.** For deposits with initially agreed clause for automatic renewal the Bank preserves its right on the day after the date of maturity to transfer the account's balance to opened by the Bank depositor's payment account with no specified term, unless other instruction have been given to the Bank by the depositor. The Bank informs the depositor about the international bank account number (IBAN) of the opened payment account. The above actions are undertaken by the Bank when the technical maintenance of the deposit is impossible and/or upon making a decision for termination of the offering of this type of deposit product and after providing a two months notice to the depositors.

## II. ACCOUNTS OPENED VIA E-CHANNEL

- 51.** The individual customers using the electronic banking services of UniCredit Bulbank AD may open accounts according to the functionalities of the service by identifying themselves for this purpose through the electronic means of identification described in detail in the General Terms and Conditions for Providing the Electronic Banking Services Bulbank Online and Bulbank Mobile. The means of electronic identification shall be considered valid signed written statements (electronic documents) binding for the customer. The electronic use of an electronic signature has the effect of a legally valid signature appended by a person with rights to operate with the accounts of the customer with the Bank within the meaning of the applicable legislation and it certifies the truthfulness and the authenticity of the electronic statement for the ordered transaction. The electronic signature placed for bank account opening and keeping via e-channel expresses the consent and acceptance on behalf of the account holder of the agreement for a bank account signed with the bank via e-channel.. The initiating of an application for opening of accounts, regardless of whether initiated by the customer or a proxy of the customer, shall be considered a request for opening an account to the customer's bank number and on his/her name.
- 52.** Through the electronic banking service the account is automatically added to the customer profile, whereas the user shall be informed of the rights with which the account is added.
- 53.** The Bank provides information on account balances and movements on the accounts opened via the electronic channels as well as the other accounts added through the respective menus in the service. The date of registering the movement on a bank account subscribed to electronic banking service shall be considered to be the start of the period within which the customer may dispute the respective transaction according to the provisions of the Law on Payment Services and Payment Systems.
- 54.** The accrual of interest on accounts opened via electronic banking service is done only by way of capitalization of the interest on the respective account. The customer may change this condition in a branch of the Bank.
- 55.** The closing, changing of rights and unsubscribing of accounts, which have been added or opened via Bulbank Online is done in a branch of the Bank.
- 56.** For any issues that have not been dealt with herein General Terms and Conditions for Providing the Electronic Banking Services BULBANK ONLINE and BULBANK MOBILE shall apply.

## III. PACKAGE PROGRAMMES

### 57. Unico Package Programme:

- 57.1.** The Customer shall be entitled to use all banking products and services included in Unico Programme or only some of them, as s/he may prefer, in compliance with the terms and conditions laid down in the agreement.
- 57.2.** The products and services for which the customer signs individual agreements are to be included in the Unico Programme if they are explicitly requested by the customer.

- 57.3.** In order to use the Unico Package Programme the customer shall pay a fee in an amount pursuant to the Bank's Tariff for Individuals.
- 57.4.** The Bank reserves its right to change the amount of the fee payable for Unico Programme, whereas informing the customer about such changes as per the established statutory procedure and in conformity with its internal rules.
- 58.** Modula Programme:
- 58.1.** Modula Programme (hereinafter referred to as the Programme) is intended for individuals. The subscription to the Programme gives the Customer right to use bank products and/or services selected by himself/herself in a combination and upon subscription to the Programme specific terms and conditions apply as stipulated in the agreement signed between the Bank and the customer.
- 58.2.** The bank and the customer shall conclude an individual agreement for subscription to the Programme on the basis of a template Application for subscription to/change in the Programme submitted by the customer.
- 58.3.** The products/services which are explicitly specified in the agreement shall be provided after a Bank template individual agreement has been signed. The subscription to the programme agreement shall have the effect of an agreement for provision of the selected product/service for the products/service with regard to which this requirement has not been set. All products/services included in the Programme shall be provided in accordance with the General Terms and Conditions applicable thereto and these General Terms and Conditions.
- 58.4.** For the use of the Programme the customer shall pay to the Bank a monthly fee in the amount specified in the agreement for the programme signed between the parties. The fee is payable from the moment of concluding the agreement. The monthly fee for the Programme is determined on the basis of the selected by the customer combination of products and/or services, as well as based on the fees and commissions for the products and/or services according to the Tariff of the Bank for individuals. Any change in the Tariff in its part concerning the combination of products and/or services selected by the customer shall lead to a change in the amount of the monthly fee for the Programme, payable by the customer. The change of the Tariff shall have an effect for the customer from the time of its taking effect.
- 58.5.** For the purposes of the Programme one-month period is considered a period between the 26th day of the current calendar month until the 25-th day of the next calendar month. The Customer shall pay a monthly fee for the Programme on every 25-th calendar day of the month for the preceding month or part of it when the first fee under the agreement is due. In case of existence of two agreements for the Programme within one month, the due monthly fee for the whole monthly period has an amount defined in the last effective agreement. In case the date for collection of the due monthly fee is a non-business day, the Bank shall collect it on the first forthcoming business day.
- 58.6.** The Customer shall have the right to make change to the used combination of products/services by adding and/or excluding a product/service in the Programme once during the one-month period. In case of change in the used combination of products/services the customer shall sign a new request and a new agreement for subscription to the Programme by which the effectiveness of the previous agreement shall be terminated. In case the change made to the Programme leads to a change of the due monthly fee then the new amount shall be due on the first forthcoming date for payment of the fee.
- 58.7.** The unsubscription of a product/service from the Programme shall be requested by the customer. Upon unsubscription of a product/service from the Programme the standard terms and conditions as per the Bank's Tariff and the General Terms and Conditions for the respective product/service shall apply for its use outside the Programme.
- 59.** All payment transactions and payment services with regard to which fees and commissions shall be charged pursuant to the Bank's Tariff for individuals and to which these General Terms and Conditions apply can be carried out on the current (card) account – the main account as well as on all accounts included in Unico package programme / the Programme. All card payments shall be reported on the accounts for which a debit card has been issued
- 60.** In case the customer wants to include in an Unico package programme / the Programme an existing current account/current (card) account opened in his/her name, but does not want to open a new one, the account shall be rearranged as the special terms and conditions agreed under the agreement shall remain valid for it.

- 61.** For the performed transactions and movements on the accounts included in the Unico package programme / the Programme the Bank provides statements in a way specified by the customer. In the event of a stated request for receiving statements on an electronic address, the Customer shall undertake to meet the following requirements:
- 61.1.** Take all necessary actions so as to ensure the unhindered receipt of the electronic messages containing/having as an attachment statements sent to the given electronic address. To be familiar with and accept the fact that the Bank shall not assume any liability if it has delivered statements to the customer to the email address specified above in good faith but it is inaccessible due to technical issues and/or as a result of deliberate actions or gross negligence on the part of the customer.
  - 61.2.** To inform the Bank in due course in case of any change to the e-mail address, which s/he has provided for receiving statements. The Bank is not responsible for any undelivered statements until the day of receiving a written notification of the changes or circumstances as stipulated in the previous statement.
  - 61.3.** To take all possible actions so as not to allow unauthorized access to the information in respect of the bank account(s) and/or the bank card(s) indicated in the statement(s) sent to the specified e-mail address. The risk and the consequences of any such unauthorized access shall be borne by the customer.
  - 61.4.** The Customer declares that s/he is aware of and accepts that any statement sent by the Bank to an electronic address shall have the effect and meaning of a written notification for the information contained in it, as well as for all operations performed on the account by the customer and/or third parties and it shall be considered provided to the customer, whereas the term for raising claims against the information contained in it in compliance with the provisions of present General Terms and Conditions and the General Terms and Conditions for bank card for individuals and for providing payment services via the use of bank cards as electronic payment instruments, with which the customer is acquainted and accepts, shall start from the time when in the systems of the Bank information is reported that the electronic message, containing an attached statement, has reached the electronic address, indicated by the customer to which it was sent, but in any case not later than 1 (one) business day from the date, on which it was sent. The Customer declares that s/he is aware of and accepts that the statements sent by the Bank may not exceed "3 MB" and in case they are bigger in size, s/he shall appear at the Bank in person to receive the statement;
- 62.** In case the Customer does not provide funds for covering the monthly fee in full for the respective Unico package programme / the Programme for two consecutive months, the Bank has the right to terminate the agreement immediately without notice. The termination of the agreement does not relieve the customer from its obligation to pay for the use of any of the products/services specified in the agreement as in this case item 65.2 shall apply.
- 63.** The Bank has the right to terminate the agreement on the subscription to Unico package programme/ the Programme unilaterally without notice in case the customer fails to fulfill any of his/her obligations under the agreement and these General Terms and Conditions at any time. The customer shall therefore have liabilities to the Bank until their full repayment. The Bank also has the right to terminate the agreement on the subscription to Unico package programme/ the Programme unilaterally if it cannot provide the customer with the specified combination of products and/or services or in the event of another circumstance by giving two months' written notice to the customer. The date on which the notice is given shall be considered the starting date of the notice..
- 64.** The Customer shall have the right to unsubscribe from the Unico package programme/ the Programme and terminate unilaterally the agreement for subscription to the Unico package programme/ the Programme by giving written notice to the Bank through submission of an Unsubscription Request as per a template and after paying all due and payable fees and commissions.
- 65.** By termination of the agreement for Subscription to the Unico package programme / the Programme
- 65.1.** The Customer shall continue using of the products and/or services provided by the Bank under the effective agreement but as per the terms and conditions of a new agreement concluded between the Bank and the customer which covers again these products and/or services;
  - 65.2.** The Customer continues using the products and/or services provided by the Bank under the effective agreement but in accordance to the standard terms and conditions of the Bank specified in the Tariff and the General Terms and Conditions for the respective products/services in the event a new agreement has

- not been signed or the signed new agreement between them does not include these products and/or services;
- 66.** The Customer shall be obliged at all times to maintain on the main account sufficient funds for covering the rights of the Bank pursuant to the agreement, the bank's Tariff on the Fees and Commissions for Individuals and the present General Terms and Conditions, including the monthly fee for using the Unico Package Programme / the Programme, as well as the liabilities related to the settlement resulting from the operations performed with the card/s.
- 67.** The Bank shall be entitled to collect all its due receivables from the customer, including those related to the settlement, in respect of the keeping and servicing the accounts subscribed to the Unico package programme / the Programme and the transactions performed through them from the main module account and/or the other accounts of the customer held with the Bank, and in the event of insufficient funds on them - based on a statement of the debit account balance on the account/s as per the procedure foreseen in the Civil Procedure Code.
- 68.** Payments from an account subscribed to the Unico package programme/ the Programme may be made up to the amount of the available funds on it, unless an overdraft has been agreed to it. Any payments exceeding the account balance or the authorized overdraft limit on the account shall constitute unauthorized overdraft and as such they shall be immediately due and payable, whereas the Bank shall be authorized to collect them from the other accounts of the customer held with it as per the procedure of an automatic correcting transfer.

## SECTION II: UTILITY AND PERIODIC PAYMENTS

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- 69.** From the current account, one-time or periodic payments may be made for utility services for electricity, phones (landlines and mobile phones), cold and hot water, heating, gas supply, as well as other periodic payments (insurance premiums, rental payments, orders for transfers from account into account, incl. card account, etc.). One-time payments for utility services without an opened account shall be settled according to the instructions for cash-on-hand transfers (without an opened account) under section III Payment Services and Instruments.
- 70.** For the purposes of providing the service the Bank maintains a list of suppliers. The Customer shall fill out and sign an Application for utility and periodic payments as per a template and provide up-to-date documents (notification, cash receipt, other documents) certifying the performing of a payment of the services used to the suppliers included in the list.
- 71.** The Bank shall start paying the utility costs in the month following the month of receiving the Application.
- 72.** In the Application for utility and periodic payments, the customer needs to indicate the date/ dates, on which those payments are to be made by the Bank. Periodic payments, which are not made due to insufficient funds on the current account, shall not be included in the payments for the next month.
- 73.** The Customer shall receive information for the utility and periodic payments that were made by way of the statement of the account from which the respective utility/ periodic payments are made. The statement of the customer account shall contain information about all installments, payments and the available balance on the account and it shall be provided to the customer within the terms, scope and together with all the required requisites pursuant to the Payment Services and Payment Systems Act, Ordinance 3 of the Bulgarian National Bank 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments and the Tariff for the fees and commissions of the Bank for individuals and Interest Rate Bulletin of the Bank applicable as of the time of the statement.
- 73.1.** The statements shall be provided in a way specified by the depositor or his/her proxy respectively.
- 73.2.** The Depositor shall receive a monthly notification for all performed/ non-performed payments for the past month in accordance to the requested notifications way specified by him/her in the Application for utility and periodic payments
- 73.3.** The Bank shall edit the payment transaction only if the customer notified it without undue delay after s/he became aware of the unauthorized or incorrectly executed payment transaction, which gives rise to a claim, however, no later than 13 months after the date of the debiting of his/her account. The



Customer shall be considered to have become aware of the unauthorized or incorrectly executed payment transaction no later than upon the receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Law on Payment Services and Payment Systems.

- 74.** By signing the Application for utility and periodic payments, the customer orders and agrees and the Bank accepts to perform operations from the main account indicated by him/her for a certain type of payment in the Application, opened and kept with it for performing utility and periodic payments within the terms and in conformity with the conditions set out in the Application. The Bank shall make the indicated payments up to the amount of the available funds and/or the agreed admissible excess amount above the residual (overdraft) on the customer account only if financial coverage is available on the account used for the utility payments, amounting to the due amount indicated by the provider of the utility services for the service paid via the bank and the bank charges which are due for the execution of the payment operation, the amount of which is defined in the Tariff for the fees and commissions of the Bank for individuals applicable as of the time of performing the operation.
- 75.** In case of insufficient funds on the main current account, the customer may indicate in the Application also another account/ other accounts - current, card or savings account(s), opened in BGN and/or foreign currency and kept with the Bank in his/her name, from which to provide additional funds to cover the shortage so as to make the payment and to collect the fees payable to the Bank. In case of providing of funds from a FX account (current or savings), the Bank shall make the payment by applying the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the day of the transaction.
- 76.** The Bank shall not be held responsible for any incorrect payment that results from wrong, inaccurate and/or missing information required to make the payment, where the responsibility for the providing such information lies with the provider of the utility services or the customer. In the above hypothesis, the responsibility for the incorrectly executed bank operation shall be at the risk and for account of the provider of the utility services and shall be sought directly by the customer through a direct claim in front of it. In case the respective payments for the indicated utility services are not made to a certain provider during the current month due to insufficient funds on the account(s) of the customer, including for covering the due receivables of the Bank for execution of the payment operation, the liability for the respective month shall be repaid directly by the customer (at a cash desk of the provider or via a bank transfer) outside the service for utility payments while the Bank shall be released of any obligations for making the utility payment and any responsibilities for its non-execution.
- 77.** The Bank shall continue performing further payments also in the next months from the account/s for utility payments of the customer if such payments are claimed by the provider and on the accounts of the customer there are sufficient funds for this, including for payment of the amounts payable to the Bank for charges and in the Bank the required data is received for making the relevant utility payment.
- 78.** The Bank shall collect a fee for each utility/ periodic payment at the time of performing the operation. The amount of the due and payable fees is defined in the Tariff for the fees and commissions of the Bank for individuals valid for the period when the payment is made. By the signing of the Application, the customer provides his/her consent for the Bank to collect automatically its due fees from his/her account(s) indicated in the Application for performing utility/ periodic payments.
- 79.** Based on concluded agreements with the respective providers of utility services the Bank shall make payments in accordance with the submitted by them requests for collection of amounts payable by the customer. Change of a subscriber number given by the provider shall be made automatically by the Bank.
- 80.** The Customer shall be entitled to define in the Application:
- 80.1.** a specific limit for the payment of a utility service in case the payment limit is feasible to the respective supplier. In case such a limit is not specified by the customer, the Bank shall make the utility payment in the amount of the received request from the provider;
- 80.2.** order of priority pursuant to which the Bank shall make the periodic payments. In case of lacking sufficient funds on the accounts of the customer, the Bank shall make payments to the providers for whom the customer has specified higher priority.
- 81.** The customer shall have the right to cancel the payment of the utility services indicated by him/her by giving one-month written notice, and of the periodic services - by giving 5-day written notice submitted to the Bank.

- 82.** If the customer closes a main account indicated in the Application by him/her as such for a certain payment, the Bank shall discontinue making that payment from the time of closing the account.
- 83.** By signing of the Application for utility and periodic payments and in applying the present General Terms and Conditions, the customer explicitly and irrevocably agrees the Bank to transfer automatically the respective amounts on the accounts of the providers of utility services following the order of receipt of the information from the providers (a file or in some other agreed way) for the due amounts. By signing of the Application for utility and periodic payments the customer declares that s/he is acquainted with the present General Terms and Conditions and the Tariff for the fees and commissions of the Bank for individuals and accepts them completely in their respective version as of any time as long as the relations between the Bank and the customer regarding making utility and periodic payments exist.
- 84.** The Bank shall not make any payments after the cut-off dates set by the providers or the dates of the periodic payments indicated by the customer, regardless of the funds available on the current account. The sequence of the utility payments shall be determined by the chronology of the dates agreed with the providers.
- 85.** The keeping of the accounts indicated by the customer in the Application for utility and periodic payments and the operations with them shall be carried out pursuant to the agreement for the respective account and the present General Terms and Conditions, regarding which the customer declares that s/he is acquainted with and accepts them completely in their respective version as of any time during the validity term of the agreement for opening and keeping of the customer account.

### SECTION III: PAYMENT SERVICES AND INSTRUMENTS

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#### I. PAYMENT SERVICES PROVIDED BY THE BANK

- 86.** The Bank provides the following payment services:
- 86.1.** services related to deposit of cash-on-hand on an account;
  - 86.2.** services related to withdrawal of available cash from an account;
  - 86.3.** execution of payment transactions, including transfer of funds on an account of the customer with the Bank or on an account with another bank, including where the funds are part of a loan granted to the customer;
    - 86.3.1.** execution of direct debits, including one-off direct debits;
    - 86.3.2.** execution of credit transfers;
      - 86.3.2.1.** credit and periodic transfers for the country in BGN and intrabank transfers in BGN and foreign currency
      - 86.3.2.2.** credit and periodic transfers for foreign countries in BGN and foreign currency
  - 86.4.** execution of cash-on-hand transfers from individuals.

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

- 87.** The Bank shall accept, process and execute payment orders and perform payment services in local and foreign currency on the territory of the country and abroad upon submitting of duly drawn up payment documents containing all requisites as per a template on paper or received through the e-channels in compliance with the requirements of the applicable legislation. For ensuring the accurate execution of a payment order for performing the payment services, the depositors shall be obliged to fill out precisely, accurately and completely the payment documents with all requisites required for the correct execution of the ordered transaction, including the international number of the bank account (IBAN), the international bank identification code of the bank (BIC), whenever any such is required pursuant to the effective legislation or any other unique identification number of the recipient's account.
- 88.** A payment order, when submitted on paper, shall be considered received at the time of its submitting to the Bank directly by the payer or through the recipient, and when submitted via the e-channels as per the procedure established for this purpose, while in confirmation it shall be registered with indicating the date, hour and minutes in a chronological order of receipt. Should the payment order be received on a non-

- business day for the Bank, it shall be considered received on the next business day. The Bank shall define the terms for execution of the payment orders in Appendix 1, representing an integral part of the present General Terms and Conditions.
- 89.** The depositor shall inform the Bank in writing, incl. in the specimen, about the persons who are authorized on his/her behalf to submit and receive payment documents for performing payment services from his/her payment accounts.
  - 90.** The depositor shall undertake not to disclose the names and the data of the persons with rights to perform transactions on his/her payment accounts and the data for access to the payment electronic channels, as well as not to allow any possibility for other persons who are not authorized by him/her as per this agreement and the legislation to initiate payment transactions on these accounts. Should the aforementioned obligation be breached, the risk and the responsibility for the consequences from the executed transactions shall be borne by the depositor.
  - 91.** The Bank shall not execute any payment orders that are received by post and handed over by other persons than the persons specified for this.
  - 92.** The Bank shall make transfers provided all of the following requirements are met:
    - 92.1.** order or preliminary consent of the depositor signed by persons with rights for operating on the payment account of the ordering party or through a payment order drawn up in electronic form pursuant to the requirements of the applicable legislation and those of the Bank;
    - 92.2.** provided sufficient funds are available on the account of the payer including the amount of the transfer and all fees and commissions payable to the Bank and to the other participants in the payment process for executing the transfer pursuant to the applicable as of that time Tariff for the fees and commissions of the Bank for individuals;
    - 92.3.** documents required pursuant to a legislative act, agreement to which the depositor is a party or other documents required by the Bank for execution of the respective transfer.
  - 93.** The Bank shall execute the payment order only if the ordered amount and the entitlements of the Bank according to item 92.2. in total are up to the amount of the available funds on the account of the payer or up to the amount of the agreed loan if such is available. Otherwise, the Bank shall not execute the payment order.
  - 94.** The Bank shall not perform partial transfers under separate payment transactions. Partial payments may be made only in the cases of enforcement as per the established statutory procedure, upon performing an automatic correcting transfer and/or upon exercising the right of direct debit by the Bank.
  - 95.** The Bank shall ensure precise execution of the payment order received with it in observance of the following terms and conditions: the payment order shall not be in contradiction to the effective legislation, the applicable rules for payment and the terms and conditions under which the account is kept; it shall be accompanied by the documents required for its execution where such are required; it shall be drawn up together with all standard requisites; it shall contain the signature of a person/ persons with rights to operate under the account, whose signature laid outside the Bank corresponds to that laid in front of an employee of the Bank, or a specimen submitted in a notary certified form; upon ensured financial coverage by the depositor - payer, for the amount of the transaction and the fees and commissions payable to the Bank.
  - 96.** The Bank shall not be held responsible if in good faith and in accordance with the present General Terms and Conditions it has executed a payment transaction ordered to it in writing by a person/s whose signature/s on the payment order appear/s to correspond to the specimens of the persons with rights to operate on the account and which person/s on the grounds of unambiguous circumstances appear/s to be authorized to operate with the cash available on it. The risk and consequences from the execution of regular at first sight payment orders, which are counterfeit (inauthentic, with false content), or which are accompanied by counterfeit documents and declarations, result from failure to fulfill the depositor's obligations under item 89 above and shall be borne by the depositor
  - 97.** The Bank shall not be held responsible for the consequences and damages resulting from payment orders executed by it, which were incompletely, inaccurately or wrongly drawn up and/or for the execution/ non-execution of which there was a shortage of funds. The risk from such operations shall be borne by the payer.
  - 98.** The Bank shall not exercise control over the subject and/or the compliance of the transaction representing grounds for performing the transfer, unless the obligation for such control arises from an agreement, based

on which the Bank has provided the amount of the transfer to the depositor, or from a legislative act. The Bank shall not be responsible for the common bank intermediation under transactions of its customers.

- 99.** The Bank shall have the right not to execute, to delay or stop respectively the execution of payment orders in case of any doubt that they do not meet the requirements of the Measures Against Money Laundering Act, the Rules for applying it and the Law on the Measures Against Financing Terrorism, as well as in the cases where additional checks are necessary for ascertaining facts and circumstances related to the application of those legislative acts.
- 100.** For the execution of payment services in foreign currency, the depositor shall submit to the Bank all the necessary documents that are required pursuant to the Currency Act, Regulation No. 28 of the Ministry of Finance and BNB on the Information and Documents Submitted to Payment Service Providers in Executing Third Party Cross-border Transfers and Payments and other applicable legislative regulations.

### III. EXECUTION OF CREDIT TRANSFERS

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

- 101.** The Bank shall credit the account of an intermediary or a provider of payment services to the recipient upon ordered credit transfers, or the account of the customer upon received credit transfers in accordance with the value dates indicated in Appendix 1, which is an integral part of the present General Terms and Conditions.
- 102.** The payer may agree with the Bank preferential credit value dates as well (current value date), for which s/he shall pay the respective fee as per the Tariff for the Fees and Commissions of the Bank for Individuals.
- 103.** The Bank shall accept credit transfers (ordered or received) for execution, with the following instructions regarding the charges, and more specifically:
- 103.1.** "Charges on the transaction are shared" - the Payer and the Beneficiary shall jointly pay the fees and commissions to the payment services provider of the Payer and to the payment services provider of the Beneficiary respectively by sharing them. In case of an ordered credit transfer, the bank charges shall be at the expense of the Payer, the charges of the other payment services providers (the payment services provider of the Beneficiary and the payment services providers – intermediaries) shall be at the expense of the Beneficiary. In case of a received credit transfer, the bank charges and the charges of the payment services providers – intermediaries shall be at the expense of the Beneficiary, and the charges of the payment services provider of the Payer shall be at the expense of the Payer. This applies to domestic (including intrabank) and cross-border transfers.
- 103.2.** "The charges on the transaction are at the expense of the Payer" ("OUR guaranteed") - the Payer shall not pay charges other than the fee for the transfer and the additional charge on the transfer for „OUR guaranteed“, defined in the Tariff of the Bank, in order to ensure the crediting of the amount specified by the Payer in the payment order on the Beneficiary's account. This option is not applicable in case of domestic payments and outbound cross-border payments within the European Economic Area.
- 103.3.** "All charges on the transaction, including those of the Payer's payment services provider, are the expense of the Beneficiary" – this instruction is not applicable in case of domestic payments and outbound cross-border payments within the European Economic Area. Received inbound transfers from a payment services provider having its seat within the European Economic Area with specified charges at the expense of the Beneficiary shall be processed automatically by the Bank as a received transfer with shared charges.
- 103.4.** The Bank shall accept for execution local (including intrabank) payment orders and orders for outbound cross-border transfers within the European Economic Area only with the instruction "Charges on the transaction are shared".
- 103.5.** The Bank shall accept for execution inbound cross-border credit transfers from other payment services providers in favor of its clients with the following instruction: "All charges on the transaction, including those of the Payer's payment services provider, shall be at the expense of the Beneficiary", without being liable for the amount of fees and commissions withheld by other payment services providers involved in the payment chain. ”

- 104.** Payment orders in a currency other than the currency of the payment account shall be processed applying the announced buy/sell exchange rates of the Bank, cash-on-hand/on-account respectively, that are valid for the day of the transaction, while for amounts exceeding EUR 10,000, or its equivalent in BGN or another currency, the Customer may negotiate a preferential exchange rate. Information for the exchange rates of the Bank may be obtained by the customer at the Bank's teller desks, on its website or from the e-banking channels.
- 105.** The Bank may provide in case of payment of an additional fee the application of special conditions for processing the transfer.
- 106.** The Bank shall not be obliged to credit the payment account of the recipient before the funds, subject of the credit transfer, are received on its account.
- 107.** The Bank shall not exercise control and shall not be held responsible for the time for execution and the value dates, which other payment service providers apply in processing ordered or received credit transfers.
- 108.** In processing payment orders outside the country the Bank shall have the right to:
- 108.1.** perform on behalf of the ordering party a translation of requisites in case the customer has not prepared them in English.
- 108.2.** compile the electronic order to the provider of the beneficiary in accordance with the requirements of the provider of the beneficiary and/or the legislation of the respective country, (as far as known to the Bank), and within the instructions of the customer.
- 109.** The Bank shall execute cash-on-hand transactions (without an opened account) within the country in national currency and intrabank transactions in national and foreign currency by order of individuals in accordance with the terms for execution of paper-based payment orders that are indicated in Appendix 1 to the present General Terms and Conditions. In such cases, the debit value date shall be the time of receipt of the available amount of the cash-on-hand transfer after the payment of the respective charges of the Bank pursuant to the Tariff for the fees and commissions of the Bank for individuals.
- 110.** The Payer under a cash-on-hand transaction shall have the full responsibility for the correct, accurate and exact drawing up of the payment order together with all the required standard requisites containing the required and necessary correct, exact and full information for the execution of the cash-on-hand transaction.
- 111.** In case an executed cash-on-hand transaction is returned by the bank of the recipient due to a certain reason, the Bank shall inform the Payer by a notice sent to the address indicated by him /her. The returned cash transfer shall be kept with the Bank for a period of no more than 5 years.

#### **IV. EXECUTION OF DIRECT DEBIT IN NATIONAL CURRENCY**

- 112.** The Bank shall perform payment operations using direct debit in observance of the requirements of the applicable legislation and under the following terms and conditions:
- 112.1.** The Payer has provided preliminary consent for direct debiting as per a template in the branch where his/her account is kept, whereas s/he must have indicated the amount up to which a request for payment may be executed. The Payer shall send to the recipient of the transfer a copy of the consent;
- 112.2.** Availability of financial coverage on the account of the Payer with the Bank for the amount of the payment and the charges pursuant to the applicable as of that time Tariff for the fees and commissions of the Bank for individuals;
- 112.3.** The requirements for making the payment have been met where such are indicated in the consent for direct debiting.
- 113.** In case the Payer has specified conditions for the execution of the direct debit, the Bank shall make a payment under an order for direct debit only after making a purely formal check at first sight for the compliance of the submitted documents and the required documents as per the requirements for the transfer and the execution of the set requirements.
- 114.** In case the order for direct debit is not executed on the date indicated for execution due to non-fulfillment of the requirements set out in art. 112, the Bank shall retain the order for direct debit up to 5 (five) business days from the date of receipt of the order for direct debit, or from the date for execution if it is different from the first one. Should during this period the requirements set out in art. 112 not be fulfilled at the same time, the Bank shall refuse to execute the order for direct debit and it shall inform the payment service provider of the recipient about it.

**115.** The Bank shall perform direct debit payment transactions provided the order for direct debit contains clear and unambiguous requirements and parameters necessary for their execution.

## **V. REFUSAL FOR EXECUTION OF PAYMENT TRANSACTIONS**

**116.** The Bank shall have the right to refuse to execute a payment order in the following cases:

**116.1.** If the depositor has submitted payment documents, which are not drawn up in proper form and/or do not contain all required standard requisites necessary for the execution of the order, i.e. there is missing, incomplete or inaccurate data;

**116.2.** The depositor has not provided on the date of execution of the payment transaction financial coverage for the amount of the transfer and for the due and payable fees and commissions to the Bank and the other participants in the payment process;

**116.3.** The execution of the payment order by the Bank would result in a breach of the regulations of the Bank, the imperative regulations of the Bulgarian legislation, any court ruling or any other mandatory provisions stipulated in the legislation.

**117.** By signing the agreement for opening, keeping and closing an account, the depositor shall confirm that s/he accepts the present General Terms and Conditions and s/he has been informed about the cases in which the Bank shall refuse to execute a payment order, whereas the depositor shall owe to the Bank a fee for processing of the payment documents pursuant to the Tariff for the fees and commissions of the Bank. The Customer shall owe a fee for adjustment/change pursuant to the Tariffs for the fees and commissions of the Bank for each change that is made to the payment orders and documents submitted by him/her until the date of their entering for execution.

**118.** The Depositor shall have the right to order again the same payment transaction as per the procedure defined in the applicable legislation and the present General Terms and Conditions by submitting new payment documents consisting all the standard requisites and at a time when sufficient coverage may be provided for the amount of the transfer together with the fees and commissions due and payable to the Bank.

## **VI. IRREVOCABLE PAYMENT ORDER**

**119.** The Depositor may not cancel the payment order after its receipt by the Bank.

**120.** A payment order, which has been accepted by the Bank, may be canceled by the depositor only in the following cases:

**120.1.** For a credit transfer for a particular day - by the payer - until the end of the business day preceding the agreed day for execution at the latest;

**120.2.** For direct debit - by the payer - until the end of the business day preceding the agreed day for debiting his/her account at the latest.

**121.** After the expiry of the deadlines defined in art. 120.1 and 120.2, but in any case no later than the date of crediting the account of the recipient, the payment order may be canceled only in case this was agreed upfront between the depositor and the Bank, where upon direct debiting the consent of the recipient shall be requested as well.

**122.** The depositor may cancel the execution of payment order by way of submitting a written notice to the Bank before the execution of payment order has started.

**123.** Upon cancellation of a payment order, the depositor shall owe a fee for cancellation of a transfer order pursuant to the Tariff for the fees and commissions of the Bank for individuals

## **VII. AUTOMATIC CORRECTING TRANSFER AND BLOCKING THE CUSTOMER'S USE OF A PAYMENT INSTRUMENT**

**124.** The Bank shall have the right to make an automatic correcting transfer from the account of the depositor in the cases provided for by current law.

**125.** The automatic correcting transfer shall be in an amount that restores the payment account to the condition in which it would have been before the execution of the wrongly performed operation.

**126.** By signing the agreement for opening, keeping and closing an account, the depositor authorizes the Bank to block the depositor's use of a payment instrument for objective reasons related to the security of the payment instrument, to a doubt of an unauthorized use of a payment instrument, to use of the payment instrument for fraud purposes or to a significantly high risk for the payer to not be able to fulfill his/her payment obligation - in case of payment instruments related to loan providing.

#### **SECTION IV: GENERAL PROVISIONS, BANK SECRECY, PROTECTION OF PERSONAL DATA AND DEPOSITS**

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**127.** Information about the transactions and the cash available on the accounts pursuant to the statutory procedure shall be provided only to the Depositors and/or to a person explicitly authorized by them by virtue of a power of attorney with signature certification (or certified pursuant to another procedure stipulated in the effective legislation) as well as to the competent authorities in observance of the statutory procedure.

**128.** The Depositor shall be obliged not to disclose in front of third parties the information regarding his/her bank accounts, or in any other way to create conditions for access to information, data and documents related to his/her accounts, while undertaking to take every possible measure to prevent any unauthorized persons from performing operations on them.

**129.** All funds of the depositors deposited on current accounts with the Bank in accordance with the product group to which the specific current account belongs as per the bank's General Terms and Conditions and the Interest Rate Bulletin in BGN and foreign currency, including the accrued interests, are guaranteed by the Bank Deposit Guarantee Fund in compliance with the applicable regime and in the maximum amount of the guaranteed total amount laid down in the Bank Deposit Guarantee Act.

**130.** The provisions set forth in item 129 shall not be applicable and the guaranteed bank account amounts shall not be payable with regard to:

**130.1.** persons who have gained rights over the deposited funds as a result of performed spending operations on the account within the term of validity of the measures under art. 116, par. 2, item 2 and 3 of the Credit Institutions Act and after the date of issuance of an act under Art. 20, par. 1 of the Bank Deposits Guarantee Act;

**130.2.** the Banks, when they are made on their behalf and at their expense; the financial institutions under Art. 3 of the Credit Institutions Act; the insurance and reinsurance companies; the pension insurance companies and the mandatory and voluntary pension insurance funds; the investment intermediaries; the collective investment schemes, the national investment funds, the alternative investment funds and the special purpose vehicles; budget-sponsored organizations under § 1, item 5 of the Supplementary Provisions of the Public Finance Act; the Bank Deposit Insurance Fund, the Investor Compensation Fund and the Guarantee Fund under Art. 518 of the Insurance Code.

**130.3.** Deposits opened for or related to transactions or actions constituting money laundering pursuant to Art. 2 of the Measures Against Money Laundering Act or financing of terrorism pursuant to the Measures Against the Financing of Terrorism Act, stipulated by virtue of an enforceable judgement;

**130.4.** Deposits the holder of which has not been identified pursuant to Art. 3 of the Measures Against Money Laundering Act as at the date of issuance of an act under Art. 20, par. 1 of the Bank Deposits Guarantee Act;

**131.** The Bulgarian Deposit Insurance Fund shall repay the guaranteed amounts of the deposited funds through a commercial bank determined by its management board in accordance with the terms and conditions laid down by law.

#### **SECTION V: PREVENTION AND CONTROL**

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**132.** UniCredit Bulbank AD does not open and keep accounts, does not accept payments and execute ordered transactions under and from opened accounts, respectively, intended for accumulation of amounts for offers sent to a non-defined specifically group of persons, not requested commercial messages and offers

which terms and conditions allow the counterclaim not to be realized and/or are grounded on a random principle and/or aim at using disloyal and/or deceiving, aggressive, unfair trade practices and activities and results prohibited by the law and/or money laundering and/or terrorism financing and/or exercising a different types of fraud and misuse of the trust and confidence of UniCredit Bulbank AD as a servicing bank and/or threaten the reputation of the bank and/or the bank system.

- 133.** The Bank does not execute ordered transactions from customers in favour of persons on whom a sanction regime is imposed for payment of liabilities in accordance with the officially accepted rules and procedure for this, when there are imposed internal or international sanctions/bans for payment, the realization of which breaches the accepted restrictions as the consequences of conducting such transactions stipulated in the restriction framework shall remain entirely at the risk, responsibility and for the account of the Customer who is the ordering party.
- 134.** In case any violation of the prohibitions for carrying out the transactions stipulated in item 132 and item 133 through the depositor's fault, the bank shall immediately block his/her accounts with so that no ordering payment transactions (receipt and/or ordering) can be carried out. The incoming transfers shall be refunded to the ordering party through the ordering party's bank. Payment orders shall not be accepted for execution. The bank has the right to collect the fees and commissions for maintaining the blocked accounts through direct debit from the balances of those accounts until it receives an order from the depositor for closing his/her accounts with the bank, specifying the way the depositor wants to receive the remaining balance on those accounts.
- 135.** The Bank shall notify the depositor of the established breach of the prohibitions specified in these GTC in respect of transactions on his/her bank accounts (acceptance and ordering of payments through unauthorized payment transactions) and the blocking of these accounts with it, in accordance with the provisions of item 134, under the procedure of item 44A..
- 136.** The depositor shall order the closing of his/her bank accounts with the Bank within three days from the date of the notification pursuant to item 135, specifying in what method s/he wants to receive the balance on them after the receivables which are due and payable by the depositor to the Bank are deducted. In case of a distraint imposed on a bank account with available funds, the account shall be closed after the completion of the execution/collateral proceedings, with the due cancellation of the distraint by the authority which has imposed it. The available funds shall be transferred/paid to the depositor in the method s/he has specified after the execution of the distraint provided that there is one.
- 137.** The depositor shall declare before the Bank any circumstances defining the country in which s/he is a resident for tax purposes. The term "resident of a country for tax purposes" shall mean any person who in accordance with the legislation of a country is subject to taxation in this country due to his/her residence, location and any other criteria of such nature. If the data declared by the depositor is not absolutely identical to the data shown on the person's identity document, the Bank can request the signing of additional documents attesting to the circumstances declared by the depositor.
- 138.** If the depositor refuses to or is not able to conclusively prove its taxation status, the Bank can provide data about the person and his/her assets to third parties in accordance with the effective legislation for which the depositor shall grant his/her consent.

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

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**139.** In case the depositor has any objections concerning the execution of a particular payment service, s/he may submit a written complaint to the Bank and the latter shall examine the complaint and inform the depositor of its opinion within a 15 business days period from its submitting. As an exception, in case the Bank cannot give its opinion within the aforesaid term because of reasons that are beyond its control, the bank shall send a reply to the depositor in which it shall state the reasons for the delay and the term within which the depositor will receive a decision on the complaint. In any case the term for receiving a decision cannot exceed 35 business days.

**140.** In case the Bank does not give its opinion within the term defined under the preceding item or if the depositor is not satisfied with its decision, the dispute may be referred for examination to the Arbitration Committee for payment disputes to the Consumer Protection Commission.



**141.** The depositor shall be bound by the changes to the present General Terms and Conditions, unless before they take effect s/he informs the Bank in writing that s/he does not accept them. In case the customer does not agree with the proposed changes, s/he shall have the right to terminate the Account Agreement before the changes take effect.

**142.** By virtue of the legal fact of account opening, the depositor shall agree with these General Terms and Conditions and confirm that s/he has voluntarily provided his/her personal data and the data of the persons authorized by him/her for achieving the purposes and the relations stipulated in these General Terms and Conditions. The Depositor explicitly agrees that the bank can store, process and use his/her personal data and the personal data of the persons authorized by him/her, including providing them to third parties – subcontractors, while agreeing and authorizing the bank to provide information which is bank secrecy or personal data of the Depositor and the authorized persons to its lawyers, accountants, auditors and other external consultants and persons working for the bank as well as to other financial, commercial and administrative institutions in Bulgaria and abroad, including in the cases where they belong to the same banking group or to persons related to the bank pursuant to the applicable legislation, including for the purposes of research, advertising and offering of banking products and services.

**143.** Within the scope of the provisions of the present General Terms and Conditions, the Bank shall have the right to change unilaterally the Tariff for the fees and commissions for individuals and the Interest Rate Bulletin of the Bank, whereas it shall inform the depositor about them by way of putting messages in the branches of the Bank as well as by publishing those changes on the website of the Bank.

**144.** The Bank reserves its right to amend the present General Terms and Conditions, , whereas announcing the amended terms and conditions in the bank branches, where every depositor may obtain them, as well as by publishing them on the website of the Bank.

**145.** For any changes in chapter III: Payment services and instruments from the present GTC, the Bank shall inform the depositor within a period no less than 2 months prior to the date on which the changes shall take effect through messages in the branches of UniCredit Bulbank AD, as well as by publishing the changes on the website of the Bank. Information about the foreseen changes may be obtained by the depositor on paper upon request at the teller desks of the Bank.

**146.** Upon amendment of the present General Terms and Conditions, they shall remain valid and shall preserve and continue their effect for the established state of legal relations in their latest version.

**147.** The present General Terms and Conditions have been drawn up on the grounds of Article 57 of the Credit Institutions Act and Article 298 of the Commerce Act, they were adopted by the Management Board of the Bank by virtue of a decision as per Minutes No. 28 dated 29.06.2010, they were updated as per a decision of the Management Board of the Bank according to Minutes No 66 dated 25.11.2020 and they took effect from 01.02.2021, they were updated as per a decision of the Management Board of the Bank according to Minutes No 73 dated 23.12.2020 and they took effect from 30.12.2020. The GTC shall be an implicitly inherent and integral part of each Agreement concluded by the Bank, which refers to the present GTC, and they shall be considered in their integrity as one integrated document and shall be applied unless otherwise agreed in the individual Agreement.

**148.** In case of any discrepancy between the provisions of the Agreement for a bank account and the present GTC, the provisions of the relevant Agreement shall apply.

**149.** Any relations between the depositor r and the bank which are not settled in these General Terms and Conditions or the account agreement shall be settled in accordance with the Payment Services and Payment Systems Act, Ordinance No. 3 of the BNB of 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments as well as pursuant to any other applicable regulations of the Bulgarian legislation.

## Appendix 1

**Time for execution of local and cross-border credit transfers at UniCredit Bulbank (from Monday to Friday)<sup>1</sup> for the branches open on Saturday only the intrabank transfers are currently processed**

taking effect from 06/09/2018

Transfers in national currency:					
Channel:	Payment system:	Term for submission/ acceptance of the order <sup>2</sup>	Completion date	Debit value date (for the account of the Sender)	Credit value date (for the account of the recipient)
E-channel 3,5	BISERA/SEBRA	until 15:00 h.	Same business day	Same business day	Same business day
		from 15:00 h. until 20:00 h.	Same business day	Same business day	Next business day
	RINGS	until 15:30 h.	Same business day	Same business day	Same business day
		after 15:30 h.	Next business day	Next business day	Next business day
	Intrabank transfers	until 20:00 h.	Same business day	Same business day	Same business day
		after 20:00 h.	Next business day	Next business day	Next business day
On paper	BISERA/SEBRA	until 13:00 h.	Same business day	Same business day	Same business day
		until 16:30 h.	Same business day	Same business day	Next business day
		after 16:30 h.	Next business day	Next business day	Next business day
	RINGS	until 14:30 h.	Same business day	Same business day	Same business day
	Intrabank transfers	until 18:00 h.	Same business day	Same business day	Same business day
		after 18:00 h.	Next business day	Next business day	Next business day

Transfers in foreign currency ordered with TOM value date					
CHANNEL :	Payment system:	Term for submission of the order <sup>2,4</sup>	Completion date	Debit value date (for the account of the Sender)	Value date at the correspondent bank
E-channel 3,5	SWIFT For another bank	until 17:00 h.	Same business day (D)	Same business day (D)	Next business day (D+1)

	<b>in the country or abroad</b>	after <b>17:00 h.</b>	Next business day (D+1)	Next business day (D+1)	The second business day after the day of submission (D+2)
On paper	<b>SWIFT For another bank in the country or abroad</b>	until <b>15:00 h.</b>	Same business day (D)	Same business day (D)	Next business day (D+1)
		after <b>15:00 h. ****</b>	Next business day (D+1)	Next business day (D+1)	The second business day after the day of submission (D+2)

**Transfers in foreign currency ordered with SD value date <sup>7,8</sup>**

<b>CHANNEL :</b>	<b>Payment system:</b>	<b>Term for submission of the order</b>	<b>Completion date</b>	<b>Debit value date (for the account of the Sender)</b>	<b>Value date at the correspondent bank</b>
E-channel <small>3,5</small>	<b>SWIFT For another bank in the country or abroad</b>	For USD, CAD, EUR and GBP until <b>17:00 h<sup>6</sup></b>	Same business day (D)	Same business day (D)	Same business day (D)
		For all other currencies until <b>15:00 h. <sup>6,7</sup></b>			
	<b>Intrabank transfers</b>	For USD, CAD, EUR and GBP after <b>17:00 h<sup>6</sup></b>	Next business day (D+1)	Next business day (D+1)	Next business day (D+1)
		For all other currencies after <b>15:00 h. <sup>6,7</sup></b>			
On paper	<b>SWIFT For another bank in the country or abroad</b>	until <b>15:00 h. <sup>6,7</sup></b>	Same business day (D)	Same business day (D)	Same business day (D)
		after <b>15:00 h. <sup>6,7</sup></b>	Next business day (D+1)	Next business day (D+1)	Next business day (D+1)
	<b>Intrabank transfers</b>	until <b>16:30 h.</b>	Same business day (D)	Same business day (D)	
		after <b>16:30 h.</b>	Next business day (D+1)	Next business day (D+1)	

**Note: The times for execution are not guaranteed in case of agreed customized processing of outgoing cross-border credit transfer and transfer in foreign currency.**

**Time for execution of received credit transfers at UniCredit Bulbank (from Monday to Friday)**  
*for the branches open on Saturday only the intrabank transfers are currently processed*

**Received transfers in local currency:**

<b>Payment system:</b>	<b>Term of receiving the order</b>	<b>Date of execution</b>	<b>Credit value date (for the account of the recipient)</b>
<b>BISERA/SEBRA</b>	until <b>18:00 h.</b>	Same business day	Same business day
<b>RINGS</b>	until <b>16:00 h.</b>	Same business day	Same business day
<b>Intrabank transfers</b>	until <b>20:00 h.</b>	Same business day	Same business day

**Received transfers in foreign currency**

<b>Payment system:</b>	<b>Term of receiving the order</b>	<b>Date of execution</b>	<b>Credit value date (for the account of the recipient)</b>
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SWIFT from another bank in the country or abroad	until 17:30 h. <sup>9</sup> on the value date of the bank	On the value date of the bank	The value date of receiving the funds on an account of the Bank (D+0)
SWIFT from another bank in the country or abroad	After 17:30 h. <sup>9</sup> on the value date of the bank	On the day following the value date for the Bank	The value date of receiving the funds on an account of the Bank (D+0)

1.	For payments, which are not stopped by the system for a check by lists in relation to the regulations and anti-money laundering and terrorism financing measures and there are available funds on the account from which the transfer was ordered.
2.	The time for submission/acceptance in the e-channels is determined by the time of importing the orders in BIS.
3.	The orders sent via an e-channel after the working hours of the Bank (depending on the type of payment and the channel used) shall be considered accepted by the Bank on the next business day.
4.	On the condition that the cost-proving documents under Ordinance 28 of the Ministry of Finance and BNB on the Information and Documents Submitted to Payment Service Providers in Executing Third Party Cross-border Transfers and Payments when they are needed, have been provided within the working hours for acceptance of foreign currency orders.
5.	They are accepted with a future date of execution.
6.	The Bank shall preserve its right to change the value date from SD to TOM in case the working hours for acceptance of transfers have expired for the correspondent bank as at the date of execution of the client order in the Bank.
7.	Due to the time difference payments with value date SD in JPY, AUD, CNY shall not be executed, payments with value date TOM shall be executed with value date of the Beneficiary D+2. As per the business opportunities of the correspondent bank value date D+1 may apply.
8.	The time for execution of orders for cross-border credit transfers are not guaranteed in case of <u>agreed customized processing of outgoing cross-border transfer in foreign currency</u> .
9.	In case of transfers being subject to automatic processing For the other orders the end time for current processing is 17:00 h.

<b>GLOSSARY</b>	
Within the meaning of present General Terms and Conditions, the used terms and definitions shall have the following meaning:	
<b>Value date</b>	A reference date used by the provider for calculation of the interests on the funds with which the payment account is debited or credited or the date on which the Bank is obliged to credit or debit the payment account, where no interest accrual of the account has been agreed.
<b>Direct debit</b>	A payment service for debiting a payment account of the Payer where the payment transaction is performed by initiative of the Recipient, on the grounds of a given consent by the Payer to the Recipient, to the Bank of the Recipient or the Bank of the Payer
<b>Credit Transfer</b>	A payment transaction ordered by the Payer via his/her Provider of payment services, with a purpose the funds to be provided at the disposal of the Recipient via his/her Provider of payment services. The Payer and the Recipient may be one and the same person.
<b>Cash on hand transfer</b>	A payment service where the funds are provided by the Payer, without any opened payment accounts in the name of the Payer, with the only purpose to transfer the relevant amount to the Recipient or to another Provider of payment services acting on behalf of the Recipient, and/or where these funds are received on behalf of the recipient and are at his/her disposal.
<b>Transfer order</b>	Every order of a participant in a payment system to provide at the disposal of the recipient a cash amount through entering it on the accounts with a bank, Central Bank or Settlement Agent or any other order, which results in undertaking or fulfillment of an obligation for payment according to the rules of the system.
<b>Payment transaction</b>	An action undertaken by the Payer or by the Recipient related to deposit, transfer or withdrawal of cash on hand, regardless of the main legal relation between the Payer and the Recipient
<b>Payment account</b>	An account kept in the name of one or more account holders and used for the execution of payment transactions. Payment accounts such as time deposits and savings deposits are used apart from for payment services, also for keeping money, due to which a requirement may be set for keeping minimum cash available on such accounts.
<b>Payment order</b>	Every order from the Payer or the Recipient to a bank by which the execution of a payment transaction is ordered.
<b>Payer</b>	An individual or a legal entity, which is an account holder of a payment account and orders the execution of a payment order on this account and where no payment account is in place - an individual or a legal entity that submits a payment order.
<b>User of payment services</b>	An individual or a legal entity that uses a payment service in his/her/its capacity as a Payer or a recipient, or both.
<b>Recipient</b>	An individual or a legal entity defined as the end recipient of funds, which are subject to a payment operation.
<b>User</b>	An individual, user of a payment service, which by virtue of agreements for providing of payment services performs an activity different from his/her commercial or professional activity.
<b>Business day</b>	The day on which the respective Bank of the payer or of the recipient, which participate in the execution of the payment operation, exercises an activity, necessary for the fulfillment of the payment transaction.