

## TERMS AND CONDITIONS FOR USE OF THE BUSINESS LEADER PACKAGE PROGRAMME

- 1. The BUSINESS LEADER package programme is designed for legal entities, clients of the **Bank** (hereinafter referred to as **Client**).
- 2. The **Bank** and the **Client** shall conclude an Agreement for subscription to the package programme (hereinafter referred to as the Programme) based on an Application as per a standard form, submitted by the **Client**.
- **3.** The subscription to the Programme gives the **Client** the right to use various banking/non-banking products and services under preferential terms and conditions, depending on the selected type of package programme.
- A Client subscribed to the Programme shall have the right to use also a package of additional services/products (in addition to those already included in the Programme according to item 3 above), hereinafter referred to as Additional Package, for which the Client shall pay additional fees in an amount and for a period defined in the Tariff of UniCredit Bulbank AD for fees and commissions applicable to legal entities and sole traders.
- **5.** The products and services under item 3 and item 4 are defined in the Tariff of UniCredit Bulbank AD for fees and commissions applicable to legal entities and sole traders.
- 6. In case of any changes to the Tariff of UniCredit Bulbank AD for fees and commissions applicable to legal entities and sole traders in the part defining the products and services included in the Package under item 3 and the Additional Package under item 4, the Client shall have the right to cancel the Programme and the Additional Packages.
- 7. The products included in the Programme shall be provided according to the applicable legislation and the relevant internal rules of the Bank, the General Terms and Conditions for the particular product and after signing of a separate agreement for the respective product.
- 8. The Bank makes cash transfers in accordance with the General Terms and Conditions for opening, servicing and closing bank accounts of legal entities and sole traders and for providing payment services, with which the Client is acquainted and which the Client accepts as an integral part of these terms and conditions, declaring this fact with the signing of the Agreement for subscription to the package programme;
- **9.** The **Client** shall have the right at his/her own discretion to use all banking/non-banking products included in the Programme and in the additional packages or only some of them.
- 10. If to the date of concluding an Agreement for subscription to the Business Leader package programme the Client already has an opened current account, the account can be restructured in accordance with the Programme terms and conditions into a package account.
- 11. For using the BUSINESS LEADER package programme and the additional packages the Client shall pay a monthly/annual fee in an amount according to the Tariff applicable to legal entities and sole traders. The Bank provides a possibility to the Client to pay the package fee every month or to make a one-off prepayment of the fee on the package for the next one-year period, as in the latter case s/he shall receive a discount from the one-off payment according to the Tariff applicable to legal entities and sole traders. The Bank reserves its right to change the amount of the fee for the package programme, notifying the Client thereof as per the established legal procedure and in compliance with its internal rules.
- 12. In case the necessary funds on the package account or the agreed with the Bank admissible excess of the payments above the remaining amount on the account (overdraft) are not provided, the **Bank** shall collect its due fees and commissions up to the amount available on the account. The remaining portion of the due and payable amounts shall be covered with priority by means of the first received funds on the account, and in case of insufficient funds by the funds received next.
- In case the Client does not provide the necessary funds for the annual fee for the Programme and/or for the additional packages on the 24th day of the month following the month in which the Agreement is signed or on the 24th day of the month after the month in which the annual fee is payable, the Bank shall have the right to restructure the package programme/ the additional package programmes into such with a monthly fee.
- 14. In case the Client does not provide the necessary funds for payment of the monthly fee for the Programme and for the additional packages for two consecutive months, the Bank shall have the right at the end of the second month to exclude him/her from the Programme and the additional packages. Such exclusion from the Programme shall not result in termination of the agreements for the separate products but only in their restructuring pursuant to the standard terms and conditions for providing them outside the scope of the Programme;
- 15. The Client shall have the right to unsubscribe from the Programme by submitting a Request for cancellation as per a standard form and after payment of all due fees and commissions. In such case the banking products and services used under the Programme shall be restructured as per the standard terms and conditions for the respective products offered outside the scope of the Programme.
- **16.** On the package account all common bank transactions as well as other transactions agreed with the **Bank** can be executed, for which the Bank will collect fees and commissions according to the Tariff applicable to legal entities and sole traders.

- 17. In case these terms and conditions are amended, they shall remain valid and continue their effect for the existing legal relationship as last updated.
- These terms and conditions have been drawn up on the grounds of art.57 of the Credit Institutions Act and art. 298 of the Commerce Act and have been approved based on a decision of the Management Board of the Bank of 18.04.2008 and updated with a decision of the Management Board of the Bank, Minutes No. 50 of 10.12.2009, effective 01.02.2010, and a decision of the Management Board of the Bank, Minutes No. 53 of 21.10.2015 effective 08.02.2016. These terms and conditions are an integral part of every BUSINESS LEADER Package Programme Agreement concluded with the Bank, as well as of any other agreement referring to these terms and conditions, and they shall be considered in their integrity as one whole document and shall be applied unless otherwise agreed under the particular agreement.
- 19. In case of any discrepancy between the provisions of the Agreement for the particular package programme and these terms and conditions, the provisions of the particular Agreement shall apply.
- Any issues between the Client and the Bank, which are not settled herein, in the agreement for the particular programme or in the General Terms and Conditions for opening, servicing and closing bank accounts of legal entities and sole traders and for providing payment services, shall be settled according to the Law on Payment Services and Payment Systems, Ordinance No. 3 of the BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, as well as according to other applicable provisions of the Bulgarian legislation.