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, UIC 831919536, with registered seat and address of management: 7 Sveta Nedelya Sq., electronic address: www.unicreditbulbank.bg, licensed to perform banking activities under the supervision of the Bulgarian National Bank on the grounds of Order РД 22-2249/16.11.2009 of BNB.

The present 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, arrange the relations between UniCredit Bulbank AD (referred to as the Bank) and the customers – individuals in respect of the opening, keeping, operating and closing of bank accounts (hereinafter also referred to as "accounts"), the execution of the provided by the bank payment services, instruments and operations. 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 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

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

I. BANK ACCOUNT OPENING

1. The Bank opens and keeps bank accounts in local and foreign currency of individuals while observing the provisions of Ordinance 3 on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, the Law on Payment Services and Payment Systems, the Law on Credit Institutions, the Bank Deposit Guarantee Act, the present General Terms and Conditions and other relevant legislative acts.

2. Bank accounts may be opened:
   2.1. Personally, against presenting an I.D. document by the Depositor (hereinafter referred to as "Depositor") or
   2.2. Through a proxy of the Depositor who has a notary certified power of attorney defining explicitly and completely the type and scope of the activities, which the proxy is authorized to perform on behalf and on account of the Depositor;
   2.3. Specimen of the signatures of the persons who will perform operations on the account. The document is required upon first registration of individuals as clients of the Bank;
   2.4. The bank may request, where needed or at its own discretion, also other documents, which are required in respect of specific requirements for opening the account, for identification of the Depositor/s and the persons with rights to operate on the account as well as in respect of the requirements under the legislative acts.

3. After checking the presented documents, for the opening and keeping of a bank account, the bank and the depositor shall conclude an individual Agreement for the relevant account, while an implicit part of its content are these GTC. In case of discrepancy between the requirements set out in these GTC and the agreed terms in the agreement, the latter shall take precedence.

4. The Bank allows opening of bank savings accounts in favour of third beneficial individuals, while at the opening of an account, data and documents shall be submitted to identify the person opening the account and the third beneficial party – Account Holder. Where an account is opened in favour of a third party, under 18 years old or a person placed under judicial disability the special legislative requirements, the present General Terms and Conditions and the agreement for a bank account shall be observed.
   4.1. Bank account in favour of a third party minor/underage person – a child’s savings account shall be opened personally by the Depositor against presenting the I.D. document of the latter.
   4.2. For opening an account in favor of an minor/underage person, the Depositor/s shall fill in an application form for account opening as per a template of the Bank.
   4.3. All rights arising from the Agreement for a child savings account opened in favour of minor/underage person arise directly for the minor/underage person – Account Holder. For persons who are placed under judicial disability as Account Holders, their legal representatives shall conclude with the bank an Agreement for account keeping.
5. The Bank allows opening of bank accounts with zero account balance for standard products - current and savings accounts, as well as time deposits. The terms and conditions under item 43.3.1 of the present GTC shall apply to the latter.

5.1. 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 pursuant to the Interest Rate Bulletin of the bank for individuals;

5.2. In case the account has remained with a nil balance after expiry of the period specified in item 5.1., as well as if no debit card is issued to it, the Bank shall have the right unilaterally to terminate the Bank Account Agreement and to close the account without the obligation to give an additional notice to the Depositor for it.

II. INTEREST RATES, FEES AND COMMISSIONS

6. 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;

6.1. The interest is accrued daily, it is payable and paid by the Bank in the way specified in item 8 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;

6.2. 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;

6.3. The funds available on the accounts shall accrue interest at the annual interest rates defined according to the provisions of item 6 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.

7. 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.

8. At the choice of the Depositor (the Depositors of Joint Savings 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.

9. 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 the official buy/sell exchange rates of BNB for the respective currencies on the date of the operation.

10. 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.

11. The changes in the amounts of the interests, fees and commissions established as definable according to the method for their defining set out in these GTC, the Interest Rate Bulletin and the bank's Tariff for individuals (hereinafter referred to as the Tariff) and displayed at the bank's teller desks and/or published on its Internet site, shall have an effect on the accounts at sight (savings and current accounts) from the date of their entering into force indicated in the Interest Rate Bulletin and the Tariff. Upon renewal of time deposits on a maturity date, such deposits shall accrue interest at the interest rate set for the respective deposit type in the Interest Rate Bulletin of the bank to the date of the renewal.

12. 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 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 operations performed on the account.

13. The Bank has the right to collect automatically from the accounts of its customers its due according to the type of the account receivables for account opening, keeping, maintaining and closing, servicing of operations 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) agree explicitly in writing to direct debit in favour of the bank with respect to the accounts they have in the bank.

14. 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.

14.1. The Bank shall reserve its right to debit the account automatically for payment of any arisen additional charges, including such of the foreign banks in relation to the execution of orders of a Depositor, or a proxy, respectively;

14.2. In case due to insufficient cash 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 cash on the account via direct debit and shall have its receivables repaid in the amount up to the available account balance;

14.3. 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, whereas 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.

15. The funds on the accounts shall accrue interest at the interest rates set in accordance with the specified method for defining them depending on the product group to which each account belongs, including group of the contractual accounts, according to the type and the conditions for their keeping established in item 6 above and published in 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 Bank Deposit Guarantee Fund in accordance with the applicable regime and in the maximum amount of the guaranteed total amount indicated in the Bank Deposit Guarantee Act, which amount totals BGN 196,000 to the date of these General Terms and Conditions.

16. Not subject to payment are the guaranteed under the Bank Deposit Guarantee Act deposits with the Bank on accounts of persons and in the cases specified under the Bank Deposit Guarantee Act.

17. Not subject to payment are the funds on accounts on which no transactions were made at the order of the depositor in the last 24 months prior to the date of issuance of a decision under Art.20, para.1 of the Bank Deposit Guarantee Act and where the balance on each of them is less than BGN 20.

18. The following deposits are guaranteed up to an amount of BGN 250,000 for a period of three months from the time when the amount is credited to an account of the depositor or from the time when the depositor acquired the right to operate with the deposited amount:

18.1. Deposits of individuals that result from residential real estate property transactions;

18.2. Deposits of individuals that result from unpaid amounts related to marriage or dissolution of marriage, termination of employment or of civil-service relationship, disability or death;

18.3. Deposits that result from insurance payments or annuities, or payment of indemnity for damages caused by crimes or a rescinded sentence.

The deposits under items 18.1 – 18.3 above are not included in the calculation of the total amount of the Bank’s obligation to a depositor under the Bank Deposit Guarantee Act within the three-month period, indicated under item 18 above.

III. OPERATIONS ON ACCOUNTS

19. The Bank accepts, for consideration, to perform on the account, up to the amount of the cash available on it, any common bank operations performed by the Bank, or other operations agreed with the Bank in observance of the requirements stipulated in the effective legislation, the GTC and the concluded agreement for the respective account.

20. 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 in the present GTC in their applicable version as to the date of the respective operation. The depositor shall declare that he/she is aware of and provides explicit consent, for identification purposes and for guaranteeing the regularity of execution of the ordered operation a check to be performed of the validity and genuineness of his/her identity document with a special scanning device when entering into a contractual relationship with the bank and also when performing bank operations.
21. The Depositor may dispose personally with funds from the account upon presenting an identity document, as well as via a representative, on the grounds of a presented original copy of a notary certified power of attorney, explicitly stating the type of the ordered transaction, certified as follows:

21.1. By a Bulgarian notary public in the Republic of Bulgaria

21.2. By a Bulgarian diplomatic or consular representative abroad;

21.3. By a legally capable foreign notary public, provided with an Apostille, 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);

21.4. 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;

21.5. 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 21.3. and 21.4.


22. Operations 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 Bank’s Tariff, 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.

23. 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.

24. Cash transfers from/on bank accounts shall be performed in accordance with the applicable legislation and in applying the present GTC - Section III. Payment services and instruments.

25. 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 operation, displayed in the bank branches, published on the Internet site and/or made available in the e-banking channels.

26. The Depositor, or his/her proxy, respectively, shall be obliged to inform the Bank immediately in writing upon occurrence of any circumstances that are significant for his/her identification as a Depositor/Proxy and/or for keeping the account (changes to the address and I.D. document, revocation of a power of attorney, death of authorized persons, etc.), as well as in the event of loss, theft or destruction of an I.D. document, a power of attorney.

27. 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 26, 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 perform operations 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 GTC and signed by a person with right of specimen corresponding to the specimen submitted to the bank.

28. The Bank shall effect from the account of the Account Holder 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 pursuant to which the account is kept.

28.1. Subject to execution shall be such an order that is received in the Bank and has all the documents required for its execution attached to it, and which has been made in compliance with all the standard requisites, has been signed by a person/s who has rights to perform operations 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;

28.2. 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;
28.3. The Bank shall not be held responsible in case it has performed in good faith, pursuant to the provisions of item 28.1., an operation on the account of the Depositor, ordered to it in writing by a person/s, whose signature/s on the order appear to correspond to the form of the specimen of the signature/s of the persons with rights to operate on the account and which person/s, on the grounds of unambiguous circumstances appear/s to be entitled to operate with the cash available on that account. 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;

28.4. In accordance with the requirements and the provisions of the Law on Payment Services and Payment Systems and Ordinance 3 of BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, the Bank is entitled to collect automatically, through correcting transfer or by entering the unduly received amounts on accounts of its customers from their cash available on them or from the cash available on any other of their accounts held with it and to debit the amounts, which are ordered for transfer but are not collected, to which the Depositor agrees explicitly and in writing by signing the Account Agreement.

28.5. 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.

29. 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.

30. For each unauthorized or inaccurately executed payment order, the Depositor shall be obliged within reasonable time to inform immediately the Bank for the respective circumstance within a period of 1 month from the date of receiving the information but in any case no later than 13 months from the date of debiting the account of the Depositor.

31. In case of unauthorized or inaccurately performed operation, the Bank shall determine its correct execution in accordance with the order registered and booked according to the legislative and internal requirements, as well as that the operation is not affected by a technical failure or some other deficiency.

32. In case the guilt of the Bank is established, it shall be obliged to reimburse the amount under the payment operation immediately after the procedure for verification of the accuracy of the payment operation is finalized.

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

IV. INFORMATION AND FINANCIAL REPORTING ON THE BANK ACCOUNT

34. For ensuring the accurate execution of a payment order for performing the payment services, the customer shall be obliged to fill out precisely, accurately and completely the payment documents with all requisites required for the correct execution of the ordered operation, including the international bank identification code of the bank (BIC) and the international number of the bank account (IBAN) or other unique identification number of the receiver's account.

35. The Bank shall provide to the customer 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 the Law on Payment Services and Payment Systems and Ordinance 3 of BNB on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments, the provisions of the present GTC and the Tariff and Interest Rate Bulletin applicable to the date of the statement. The statements shall be provided upon a received request from the Depositor, or his/her proxy, respectively, in the branches of the Bank.

36. Information for an ordered available money transfer shall be provided at the teller desks of the Bank where the transfer is executed, only at the request of the customer.

37. Information for received available money transfers shall be provided at the teller desks of the Bank upon request by the receiver under the payment service, as well as via the Bank's e-channels.

38. The fact that for one month the customer has not requested the information indicated in item 35, item 36 and item 37, as per the aforementioned procedure, shall be considered a confirmation that he/she is aware of it, informed about it, accepts it and is bound by the results from the data contained in that information, which releases the Bank from any obligations and responsibilities as regards the delivery of the information and the execution of the operation to which it refers.

39. 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 and these GTC by making such information available in the bank branches, on the Internet site and via the e-banking channels. The customer 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 may not 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 customer and commit him 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.

40. The Bank shall have the right to block automatically the account of a Depositor held with it for the amount and until the term of collection through direct debit of the unduly and groundlessly received amounts on it and resulting from executed unauthorized by the sender transfer due to a mistake, crime and/or fraud, incl. online computer fraud.

40.1. For exercising the aforesaid right, the Bank shall block automatically the account of the Depositor (unauthorized receiver) and shall collect from it through direct debit the unduly and groundlessly received amounts as a result from mistakes, misuse of rights or fraud and the Bank shall reimburse the amounts to the aggrieved payer.

40.2. With the signing of the agreement for keeping his/her account with the Bank, the Depositor shall accept the present General Terms and Conditions and by virtue of these GTC, he/she shall agree explicitly and shall authorize the Bank to block and debit his/her account/s for the amount of the unduly received amounts as a result from a mistake, misuse of rights and/or fraud, incl. computer fraud, where it shall collect the amounts until the reimbursement of the receivables of the affected customer/ the bank in full from the available and/or future proceeds on the account balances to which the unauthorized acquirer is an account holder.

V. CLOSING

41. The agreement for bank account opening and keeping shall be terminated and the account shall be closed:

41.1. At the request of the Depositor, or his/her proxy, respectively, in any branch of the Bank;

41.2. Upon maintaining a nil balance on the account for a period of 30 calendar days, or in case of an account without proceeds, respectively, for covering the charges payable to the Bank according to its Tariff for a period of 2 months and in case to the account there is no issued debit card, upon which the Bank will have the right unilaterally, automatically and without giving any prior notice to close the account;

41.3. Unilaterally by the Bank, when it adopts a decision to stop offering a certain type of account and/or in case of impossibility for technical maintenance, after a prior notice has been given to the Depositors, whereby the account shall be restructured into one of the other types of accounts currently offered, in accordance with the effective Interest Rate Bulletin;

41.4. In the event of death of the Depositor, while the terms and conditions set forth in item 42 below shall apply;

41.5. By a notice with immediate effect as of the date of the notice, in case the Customer is a defaulting party under the Agreement and/or a breach by the Customer is established in relation to any of his/her obligations set out in the General Terms and Conditions, including, but not limited to establishing a breach of the prohibitions for performing the operations indicated in item 163 and item 164 of the General Terms and Conditions.

41.6. Based on other regulatory or contractually established grounds.

42. 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 the Certificate of Death.

42.1. The funds on the accounts of the deceased Depositor shall be paid to his/her heirs after completing an application by a standard form of the bank, signed by the heirs or their proxy and after presenting the Certificate of Death, Certificate of Succession / announced testament (if any), a certificate issued by the municipality according to the last place of residence of the testator, certifying that the funds on the accounts are declared and the inheritance tax is paid, when such is payable according to the law, a certificate from the territorial department of the National Social Security Institute which indicates the last month for which the deceased was entitled to a pension as well as the month until which a pension was paid on the account of the account holder (in case the pension was received on the account). The transferred amount relating to a time after the month in which the account holder died shall automatically be reimbursed by the bank to the territorial department of the National Social Security Institute. In case of need, as well as in all other cases of international succession, prior to the payment of the amounts the Bank shall have the right to require submission also of other documents from the heirs.
42.2. In case there are several heirs, all of them together must appear in person for the payment of the shares of heirs or authorize one person with an explicit notarized power of attorney, who shall be their representative before the bank to receive their shares. The Bank shall not be liable for the distribution of the shares of the heirs.

42.3. When an heir appears for payment of amounts from accounts of a testator separately from the rest of the heirs, the Bank shall have the right to refuse to make the calculation and payment of his/her share only.

42.4. If the deceased account holder had been given access to the account/s via a payment instrument for remote access, together with the payment request the heirs shall return to the Bank all physical media that are related to the payment instrument. In the event of death of a debit card holder and existence of additional cards, the relationship also with these Cardholders shall be terminated and the payment instruments issued in their name shall also be subject to returning.

42.5. For payment of amounts from the share of a juvenile successor, a permission of the regional court shall be submitted.

42.6. Announced testament – according to the terms and conditions of the testamentary disposition.

42.7. 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.

42.8. After payment of the amounts from the account/s to the heirs of the Depositor, the account shall be closed.

42.9. The Bank may set additional requirements before allowing any operations with the accounts of the deceased Depositor.

CHAPTER II. TYPES OF BANK ACCOUNTS

I. CURRENT, SAVINGS AND DEPOSIT ACCOUNTS

43. The Bank concludes agreements for opening of the following types of accounts for individuals:

43.1. Current accounts - for keeping money payable at sight without any required term for giving notice from the customers to the Bank, as well as for performing payment operations;

43.2. Saving 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 condition published by the Bank, pursuant to the Interest Rate Bulletin and the Tariff of the Bank.

43.3. Deposit accounts - for keeping money payable on an agreed date (maturity) or upon arising of other agreed terms and conditions for payment. On the basis of the present General Terms and Conditions common rules are defined, applicable to all deposit accounts according to the types of deposit products they service, except for the cases where the agreement for the respective type of account explicitly states different terms and conditions.

43.3.1. The Bank allows opening of standard deposit accounts with a zero account balance only for deposits with a term of 1 (one) month.

43.3.1.1. 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 1 (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.

43.3.1.2. 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.

43.3.2. The accrual of interests on the deposit accounts shall start from the date on which the accounts are replenished with the deposit amount.

43.3.3. 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.
43.3.4. 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.

43.3.5. 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.

43.3.6. 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.

43.3.7. If on the maturity date or before that, the Account Holder 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.

43.3.8. 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 terms and conditions of the deposit. 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.

43.3.9. The Depositor may operate with the deposit funds on the maturity date.

43.3.10. 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.

43.3.11. 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.

43.3.12. In case of performing of 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 pursuant to 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.

43.3.13. 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:

43.3.13.1. The deposit account number shall be preserved provided the term of the deposit is not changed;

43.3.13.2. A new account shall be opened in the event of a change of the term of the deposit and provided this condition is explicitly stated in the Deposit Agreement.

43.3.13.3. Should a deposit be breached, the Bank shall collect commissions and fees pursuant to the Tariff of the Bank for individuals;

43.3.13.4. In the event of closing the deposit on the maturity date, the Bank shall not collect a cash commission for withdrawal.

43.4. 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;

43.5. Joint account – A 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.

43.5.1. 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 its Tariff.
43.5.2. 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.

43.5.3. 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.

43.5.4. 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.

43.5.5. The Bank shall execute the received orders of distraint on the joint account completely against the total funds available on the account regardless 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.

43.5.6. Besides the account closing cases indicated in these General Terms and Conditions, a joint account shall be closed also in the event of:

43.5.6.1. A request submitted by one or more Depositors, where for closing the account each of them must have provided his 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;

43.5.6.2. 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;

43.5.6.3. 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 may be made by any person and it should be accompanied by the Certificate of Death of the Depositor and a Certificate in respect of his/her heirs;
- The surviving Depositors and the heirs of the deceased one 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 operations on the account, as foreseen in the Bank’s Tariff, whereas such fees and commissions shall be collected by the Bank as per the terms and conditions of these GTC, 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.
43.6. Besides the accounts listed above, the Bank may open also other types of accounts pre-agreeing the terms and conditions with the Depositor.

44. 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.

45. With regard to deposits that are originally agreed with a clause for automatic renewal, the Bank reserves its right to restructure, on the date of maturity, the deposit account into one of the other types of deposits currently offered, in accordance with the effective Interest Rate Bulletin. The above mentioned actions shall be undertaken by the Bank when the technical maintenance of the deposit becomes impossible and/or when the Bank adopts a decision to stop offering this type of deposit product and after a relevant notice has been given to the Depositors.

II. ACCOUNTS OPENED VIA BULBANK ONLINE E-CHANNEL

46. The customer or his/her proxy (as per the General Terms and Conditions for Bulbank Online) may open accounts according to the functionalities of the service by identifying themselves for this purpose through the technical means of identification described in detail in the General Terms and Conditions for the Bulbank Online e-banking service. Based on a concluded agreement for using e-banking via Bulbank Online the customer using the electronic means of identification agreed for him/her with the bank, opens electronically a bank account and performs operations on it through orders signed with the electronic signature provided to him/her by the bank, which shall have the legal effect of an agreement for opening and keeping the selected type of account.

47. The input electronic signature for bank account opening and keeping via the Bulbank Online service expresses the consent and acceptance on behalf of the account holder in respect of the concluded with the bank agreement for a bank account for online banking through the e-signing of the present General Terms and Conditions as a part of the content of the bank account agreement. 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 customer number and on his/her name.

48. Operations with the accounts opened via the Bulbank Online service:

48.1. Through the e-banking service Bulbank Online: the account is or is not added automatically to the customer profile, whereas the customer or the proxy of the customer shall be considered informed of the rights with which the account is added.

48.2. In a branch of the bank: by the customer and his/her proxies.

49. The Bank provides information on account balances and movements on the accounts opened via Bulbank Online 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 Bulbank Online 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.

50. The accrual of interest on accounts opened via the Bulbank Online 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.

51. 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.

52. For any issues that have not been dealt with herein, the General Terms and Conditions for the e-banking service Bulbank Online shall apply.

III. PACKAGE PROGRAMMES

53. The UNICO package program (hereinafter referred to as the Program) is suited for individuals as well as for freelancers.

54. The Bank and the Customer shall conclude an individual agreement for subscription to the respective type of package program (hereinafter referred to as the Program) based on an Application for subscribing to a package program, which shall be drawn up as per a template and submitted by the Customer.

55. By subscribing to the Program the Customer will have the opportunity to use banking products and services described in the respective agreement for the selected Program concluded between the Bank and the Customer.
56. The banking products included in the Program shall be provided pursuant to the applicable legal framework, the individual agreements, the General Terms and Conditions for the respective types of products included in the Program as well as the present GTC.

57. The Customer shall be entitled to use all the banking/ non-banking products included in the Program or only some of them, as he/she may prefer, in compliance with the terms and conditions laid down in the agreement.

58. The products and services for which the Customer signs individual agreements are to be included in the Program if they are explicitly requested by the Customer.

59. On the main current (package) account, all common banking operations and payment services may be performed, for which fees and commissions shall be charged pursuant to the Bank’s Tariff for individuals and the present GTC shall apply.

60. The Bank has the right to provide to the System Operator and the international payment system information about the coverage (the available account balance) on the Package Account of the Customer and the amount of the set daily and weekly transaction limits on the card.

61. If the Customer already has a current account and does not want to open a new one, from the date of the Agreement for subscribing to the Program the existing account shall be restructured in accordance with the terms and conditions of the program.

62. For the performed operations from/on the Package Account, at the end of each month the Bank shall provide statements to Customer in the way indicated by the latter in the Application for subscription to a Package Program. In the event of a stated request for receiving the monthly statements on an electronic address specified in the Application for subscribing to the UNICO Package Program, the depositor of the account shall undertake to meet the following requirements:

62.1. To take all necessary actions so as to ensure unhindered receipt of the electronic messages containing attached statements sent to the specified electronic address/es. To be aware of and to accept the circumstance that the Bank shall not be held responsible if in good faith it has sent statements to the Depositor to the specified above electronic address/es, which is/are inaccessible.

62.2. To inform the Bank in due course in case of any change to the e-mail address/es, which he/she has provided for receiving statements. He/she is informed and accepts that the Bank shall not be responsible for any unreceived statements until the day of receipt of a written notice for occurred changes or circumstances under the preceding statement.

62.3. To take all possible actions so as not to allow unauthorized access to the information in respect of the bank account(s) indicated in the statement(s) sent to the specified e-mail address. The risk and the consequences from such unauthorized access shall be borne by the Depositor.

62.4. The Depositor declares that he/she is aware of and accepts that any statement sent by the Bank to an e-mail 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 Depositor and/or third parties and it shall be considered received by the Depositor, whereas the term for raising claims against the information contained in it in compliance with the provisions of these General Terms and Conditions, with which the Depositor 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 e-mail address indicated by the Depositor to whom it was sent, but in any case no later than 1 (one) business day from the date of its sending.

62.5. The Depositor declares that he/she 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, he/she shall appear at the Bank in person to receive the statement;

63. In order to use the UNICO Package Program the Customer shall pay a fee in an amount pursuant to the Bank’s Tariff for Individuals.

64. The Bank reserves its right to change the amount of the fee payable for the Program, whereas informing the Customer about such changes as per the established statutory procedure and in conformity with its internal rules.

65. The Customer shall be obliged at all times to maintain on the Package Account sufficient funds for covering the amounts to which the Bank is entitled pursuant to the Tariff, including the monthly/annual fee for using the Package Program, as well as the payables related to the settlement resulting from the operations performed with the card.

66. 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 of the Package Account and the operations performed through it, from the Package 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 Package Account/s as per the procedure foreseen in the Civil Procedure Code.

67. Payments from the Package Account 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.

68. Should the Customer fail to provide the necessary funds for the fee payable for the Program at the end of two consecutive months, the Bank shall exclude the Customer from the Program at the end of the second month. The exclusion from the Program shall not result in termination of the agreements for the separate products but only to their restructuring pursuant to the standard terms and conditions for providing them outside the scope of the Program.

69. The Bank shall be entitled to terminate any Agreement for subscription to the Program unilaterally and without giving notice in the event of failure of the Customer to fulfill any of his/her obligations under the Agreement and the present GTC at any time, whereas blocking and requesting the card to be returned, while the Customer shall remain indebted to the Bank until repayment of the debt resulting from the Agreement together with the statutory interest from the date of the termination, and he/she shall be obliged to return immediately the card to the Bank. No early request or returning of the card shall give rise to any claims on the part of the Customer for partial reimbursement of the paid fees and commissions under the Package Account and the Card.

70. The Customer shall have the right to unsubscribe from the Program by filing out and submitting an Application for cancellation as per a template and after paying all due fees and commissions. The banking products and services used under the Program shall be restructured as per the standard terms and conditions of the Bank for the respective products offered outside the Program.

IV. MODULA PROGRAMME

71. The Modula programme (hereinafter referred to as the Programme) is intended for individuals. The inclusion in the Programme gives the Customer the right to use bank products and/or services, which he/she alone has selected in a combination and for which with the inclusion in the Programme special terms and conditions are applied, specified in an Agreement concluded between the Bank and the Customer.

72. The Bank and the Customer conclude a specific Agreement for inclusion in the Programme based on submitted by the Customer Application Form for inclusion/change in the Modula programme as per a template.

73. The products/services, for which it is explicitly specified in the Agreement, are provided after signing a separate agreement as per a template. For the products/services, for which such a requirement is not indicated, the Agreement for inclusion in the Modula Programme has the effect of an agreement for providing the selected product/service. All products/services included in the Modula Programme are provided according to the General Terms and Conditions effective for them, as well as according to the present General Terms and Conditions.

74. On the current (card) account – main Modula account, as well as on all accounts included in the Programme, all payment operations and payment services can be performed, for which fees and commissions are collected pursuant to the Tariff of the Bank for individuals, and the present General Terms and Conditions apply. On the accounts, to which there is a debit card issued, also payments with the card are accounted for.

75. In case a Customer wishes to include in the Programme an existing, opened in his/her name, current account/current (card) account, and does not wish to open a new one, that account shall be converted, as the special terms and conditions agreed in the Agreement shall become valid for it.

76. For the performed operations and movements on the accounts included in the Programme, the Bank shall provide statements in a way indicated by the Customer in the Application Form for inclusion/change in the Modula programme. In case of an expressed wish to receive statements via e-mail, the Customer undertakes to observe the following conditions:

76.1. To take all necessary actions to ensure unhindered receipt of the electronic messages containing/with attached statements on the indicated e-mail address. To be acquainted with and to have accepted the circumstance that the Bank shall not be responsible having sent statements to the Customer in good faith to the above indicated e-mail address, which is inaccessible for technical reasons and/or as a result from deliberate actions and/or gross negligence on the part of the Customer.

76.2. To inform the Bank in a timely manner and in writing in case of change to the e-mail address, which he/she indicated for receipt of statements. He/She has been informed and agrees that the bank shall not be liable for any
undelivered statements until the date of receipt of a written notice for occurred changes or circumstances under the preceding statement.

76.3. To take all necessary actions in order not to allow unauthorized access to the information for the bank account/s and or his/her bank card/s indicated in the statement/s, sent to the specified e-mail address. The risk and the consequences from such unauthorized access remain for the account of the Customer.

76.4. The Customer states that he/she is aware of and accepts that the statement sent by the Bank to an e-mail address shall have the effect and legal meaning of a written notification for the data contained in it, as well as for all actions performed on the account by the Customer and/or third party, and shall be considered duly delivered to the Customer, respectively the term for disputing the data contained in it according to the provisions of these General Terms and Conditions and the General Terms and Conditions for bank cards of individuals and for providing payment services through use of bank cards as electronic payment instruments, with which the Customer is acquainted and which he/she accepts, shall start from the moment in which the systems of the Bank register information that the electronic message containing/with attached statement has reached the e-mail address, indicated by the Customer, to whom it was sent, but in any case no later than 1 (one) working day, from the date of its sending. The Customer states that he/she is acquainted with and agrees that the statements sent by the bank cannot exceed 3 MB and in case of bigger messages he/she shall go to the Bank personally to receive the statement.

77. For using the Modula programme the Customer shall pay to the Bank a monthly fee in an amount indicated in the concluded between the two parties agreement for the Programme. The fee is due from the moment of concluding the Agreement. The monthly fee for the Modula programme is determined on the basis of the combination of products and/or services selected by the Customer, 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 to the Tariff in its part concerning the combination of products and/or services selected by the Customer will lead to a change in the amount of the monthly fee on the Modula programme, payable by the Customer. The change to the Tariff shall have an effect for the Customer from the time of its taking effect.

78. For the purposes of the Modula programme a one-month period is from the 25-th day of the current calendar month until the 24-th day of the next calendar month. The Customer owes a monthly fee for the Modula programme on each 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 two existing Agreements for Modula programme within one month, the due monthly fee for the whole monthly period shall be in an amount set in the last effective Agreement. In case that the date for collecting the due monthly fee is a non-working day, the Bank shall collect it on the first forthcoming working day.

79. The Customer has the right to make a change in the used combination of products/services by adding and/or excluding a product/service in the Modula programme once during the one-month period. In case of change in the used combination of products/services, the Customer shall sign a new application form for inclusion in the Modula programme, by which the effect of the previous Agreement is terminated. In case the change made under the Modula programme leads to a change of the due monthly fee, then the new amount is due on the first forthcoming date for payment of the fee.

80. The exclusion of a product/service from the Modula programme shall be stated by the Customer,. Upon excluding a product/service from the Modula programme, the standard terms and conditions shall be applied to it, according to the Tariff of the Bank and the GTC for the relevant product/service, for its use outside the Modula programme.

81. In case the Customer does not provide the necessary funds for covering the monthly fee in full for the Modula programme for two consecutive months, the bank shall have the right to terminate the Agreement immediately without giving notice. The termination of the Agreement does not release the Customer from his/her obligations to pay for the use of each product/service indicated in the Agreement, as in this case item 84.2. of the GTC shall be applied.

82. The Bank has the right to terminate an Agreement for inclusion in the Modula programme unilaterally without giving notice in case of default on the part of the Customer of any of his/her obligations under the Agreement and the present GTC at any time, upon which the obligations of the Customer to the bank remain until their complete repayment. The Bank has the right to terminate unilaterally an Agreement for inclusion in the Modula programme also in case of inability for ensuring the use of the determined by the Customer combination of products and/or services, or other occurred circumstances, by a two-month prior written notice to the Customer. Start of the notice shall be the date on which the notice is sent.

83. The Customer has the right to withdraw from the Modula programme and to terminate unilaterally an Agreement for inclusion in the Modula programme by a prior written notice sent to the Bank through submitting a Request for withdrawal as per a template and after payment of all due fees and commissions.
84. With the termination of the Agreement for inclusion in the Modula programme (the Agreement):
   84.1. The Customer continues using the products and/or services provided by the Bank to the Customer under the Agreement effective until that moment, but under the terms and conditions of a concluded new Agreement between them, in which these products and/or services are included again;
   84.2. The Customer continues using the products and/or services, provided by the Bank to the Customer under the Agreement effective until that moment, but under the standard terms and conditions of the Bank according to the Tariff and the General Terms and Conditions for the relevant products/services, when a new Agreement is not signed or when the signed new Agreement between them does not include such products and/or services;
85. The Customer undertakes to maintain constantly on the main Module account enough funds for covering the entitlements of the Bank according to the Agreement, the Tariff and the General Terms and Conditions, including the monthly fee for using the Programme, as well as the obligations under the settlement resulting from the operations performed with the card/s.
86. The Bank has the right to collect all its due receivables from the Customer, incl. such under the settlement, in connection with the keeping and servicing of the accounts included in the Programme and the operations performed with them, from the main Module account and/or from the other accounts of the Customer, on which he/she is a depositor with the Bank, and in case of lack of sufficient funds on them based on a statement of the debit balance on the account/s – as per the procedure stipulated in the Civil Procedure Code.
87. Payments from an account, included in the Programme can be made up to the amount of the available funds on it, unless an overdraft is agreed. All payments exceeding the account balance, or the approved overdraft limit on the account, shall form unauthorized overdraft and are immediately due and payable, whereas the bank is authorized to collect them from the other accounts of the Customer with it through automatic correcting transfer.

SECTION II: UTILITY AND PERIODIC PAYMENTS

88. From the current account, both one-off and periodic payments may be made for utility services for electricity, phones (landlines and mobile phones), cold and hot water, heating, gas, as well as other periodic payments (insurance premiums, rental payments, orders for transfers from account into account, incl. card account, etc.). The one-off utility payments without an opened account shall be governed by the clauses on cash-on-hand transactions (without an opened account) in Section III Payment Services and Instruments.
89. In order for the service to be provided, the Bank maintains a list of Providers. 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 payment of the services used to the providers from the list.
90. The Bank shall start paying the utility costs in the month following the month of receiving the Application.
91. 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.
92. 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 Law on Payment Services and Payment Systems, Ordinance 3 of BNB and the Tariff and Interest Rate Bulletin of the Bank applicable as of the time of the statement.
   92.1. The statements shall be provided upon request by the customer at the Bank's teller desks;
   92.2. The customer shall receive a notification for all performed/ non-performed payments for the past month 92.2.1 in compliance with the e-mail and mobile phone notifications selected by the Client in the Application for Utility and Periodic Payments 92.2.2 on the first business day of the following month at the Bank's teller desks;
   92.3. Non-disputing by the customer of the information contained in the statement of his/her bank account delivered to him/her or the electronic messages sent in the manner specified by the customer, within the established term of 15 days from the date of submitting of the statement/the sending of the electronic message shall express and shall have as its consequence the acceptance and agreeing of the customer with the bank operations performed on the account by him/her and/or by third parties materialized in the statement/the message and confirmation of their correctness. Submitting of the statement shall be done in the way agreed with the customer and/or by
leaving the statement in the bank box of the customer or in the customer file, or by sending it to the e-mail address / mobile number for communication with the customer.

93. With the signing of 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 making 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 Bank's Tariff applicable as of the time of performing the operation.

94. 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 applying the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the day of the operation.

95. 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 debt 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.

96. 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.

97. 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 Bank's Tariff valid for the period when the payment is made. With 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.

98. 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.

99. The customer shall be entitled to define in the Application:

99.1. A specific limit of payment for utility service, if the limit of payment is feasible to the respective service provider.

In case such a limit is not specified by the customer, the Bank shall make the utility payment in the amount under the received request from the provider;

99.2. Order of priority pursuant to which the Bank shall make periodic payments. In case of lacking sufficient funds on the accounts of the customer, the Bank shall make payments for whom the customer has specified higher priority.

100. The customer shall have the right to cancel the payment of the utility services indicated by him/her with a one-month written notice, and of the periodic services - with a 5-day written notice submitted to the Bank.

101. 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.

102. With the 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. With the signing of the Application for utility and periodic payments the Customer declares that he/she is acquainted with the present General Terms and Conditions and the
Bank’s Tariff 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.

103. 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.

104. 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 he/she 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

I. PAYMENT SERVICES PROVIDED BY THE BANK

105. The Bank provides the following payment services:

105.1. Services related to deposit of cash-on-hand on an account;
105.2. Services related to withdrawal of available cash from an account;
105.3. 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;
105.3.1. Execution of direct debits, including one-off direct debits;
105.3.2. Execution of credit transfers, including orders for periodic transfers;
105.4. Execution of cash-on-hand transfers from individuals.

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

106. 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.

107. 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 receiver, 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.

108. The customer shall inform the Bank in writing 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.

109. The customer shall undertake not to disclose the names and the data of the persons with rights to perform operations 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 operations 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 customer.

110. 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.

111. The Bank shall make transfers provided all of the following requirements are met:

111.1. Order or preliminary consent of the customer signed by persons with rights for operating on the payment account of the sender or through a payment order drawn up in electronic form pursuant to the requirements of the applicable legislation and the Bank;
111.2. 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;
111.3. Documents required pursuant to a legislative act, agreement to which the customer is a party or other documents required by the Bank for execution of the respective transfer.

112. The Bank shall execute the payment order only if the ordered amount and the entitlements of the Bank according to item 111.2 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.

113. 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.

114. The Bank shall ensure an accurate execution of the payment order received while fulfilling the following requirements: the payment order shall not be in conflict with the applicable 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 on the account whose signature appears to correspond to the signature laid in front of an employee of the Bank, or a specimen submitted in a notary certified form and attached to the customer file of the payer; upon ensured financial coverage by the customer - payer, for the amount of the transaction and the fees and commissions payable to the Bank.

115. 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 operation ordered to it in writing by a person/persons whose signature/s on the payment order appear/s to correspond to the 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 the consequences from the execution of payment orders that at first sight have appeared regular, which are counterfeit (inauthentic, with false content), or which are accompanied by counterfeit documents and declarations, result from failure to fulfill the customer's obligations under item 109 above and shall be borne by the customer.

116. The Bank shall not be responsible for the consequences and damages resulting from payment orders executed by it, which are incompletely, inaccurately or wrongly drawn up by the payer under the payment transaction, and/or for the execution/non-execution of which sufficient funds are lacking. The risk from such operations shall be borne by the payer.

117. 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 transaction to the customer, or from a legislative act. The Bank shall not be responsible for the common bank intermediation under transactions of its customers.

118. 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.

119. For the execution of payment services in foreign currency, the customer shall submit to the Bank all the necessary documents that are required pursuant to the Currency Law, Ordinance No 27 on the Balance of Payments Statistics, International Investment Position and Securities Statistics, Ordinance No. 28 on the Information and Documents Submitted to Payment Service Providers in Executing Third Party Cross-border Transfers and Payments (Issued by the Ministry of Finance and the Bulgarian National Bank) 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.

120. The Bank shall credit the account of an intermediary or a provider of payment services to the receiver 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.

121. The payer may agree with the Bank preferential credit value dates as well (current value date), for which he/she shall pay the respective fee as per the Tariff for the fees and commissions of the Bank for individuals.

122. The terms and conditions under which the Bank shall accept credit transfers (ordered or received) for execution, with instructions regarding the charges, are as follows:
122.1. "Charges on the transaction are shared" - the payer and the receiver shall pay the fees and commissions to the bank of the payer and of the provider of the receiver respectively.

122.2. "All charges on the transaction are borne by the payer" - in case there is a preliminary agreement between the parties to the transaction and in fulfilling the following requirements: the payer has specified the exact amount, which needs to be received on the payment account of the receiver and he/she has accepted to pay in full, separately from this amount, the entitlements of the Bank and at the same time to pay on behalf of the receiver the entitlements of the other payment service providers that are involved in the payment chain. At the same time, the payer shall agree the payment to be processed as per a procedure and conditions that are defined by the Bank and payment service providers selected by him/her.

122.3. "All charges on the transaction, including those of the Bank, are borne by the receiver" - in the cases where the account of the beneficiary is kept with a bank outside the European Economic Community regardless of the currency of the payment. The Bank shall not accept for execution payment orders with instruction "All charges on the transaction, including those of the Bank, are borne by the receiver" where the transaction is in favour of a receiver whose account is kept with a bank in a country within the European Economic Community, excluding the Confederation of Switzerland, and that account is in a currency of a member state.

122.4. The Bank shall accept for execution domestic payment orders only with instruction "Charges on the transaction are shared".

122.5. The Bank shall accept for execution with it any received credit transfers in favour of its customers and cash-on-hand transfers with instructions "All charges on the transaction, including those of the Bank, are borne by the receiver" without being liable and regardless of whether other providers in the payment chain have withheld their fees and commissions from the amount of the transaction.

123. 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 operation, while for amounts exceeding EUR 10,000, or its equivalent in BGN or another foreign 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.

124. The Bank shall not be obliged to credit the current account of the receiver before the funds, subject of the credit transfer, are received on its account.

125. 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.

126. In processing payment orders outside the country the Bank shall have the right to:

126.1. Perform on behalf of the sender a transfer of requisites in case the customer has not prepared them in English.

126.2. To 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 scope of the instructions given by the customer.

127. The Bank shall execute cash-on-hand transactions (without an opened account) 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 payment of the respective charges of the Bank pursuant to the Tariff for the fees and commissions of the Bank for individuals.

128. 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.

129. The payer under a cash-on-hand transaction shall have the obligation within a period of up to one month to request information for the execution of the ordered payment transaction from the Bank, in the office where which he/she has ordered its execution, as well to inform it immediately in writing should the transaction be executed incorrectly.

130. In case an executed cash-on-hand transaction is returned by the bank of the receiver due to a certain reason, the Bank shall inform the payer with 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.

131. The Bank shall pay any received cash-on-hand transfers upon request by the receiver, but not later than 7 days after the date on which the funds are received on an account of the Bank. Any unclaimed cash-on-hand payments after this term shall be returned to the payer.

IV. EXECUTION OF DIRECT DEBIT IN NATIONAL CURRENCY
132. 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:

132.1. The payer has provided preliminary consent for direct debit as per a template in the branch where his/her account is kept, whereas he/she must have indicated the amount up to which a request for payment may be executed. The payer shall send to the receiver of the transfer a copy of the consent;

132.2. 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;

132.3. The requirements for making the payment have been met where such are indicated in the consent for direct debit.

133. 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 on the outside 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.

134. 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 item 132, 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 different from the first one. Should during this period the requirements set out in item 132 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 receiver about it.

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

V. REFUSAL FOR EXECUTION OF PAYMENT OPERATIONS

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

136.1. If the Customer 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, i.e. there is missing, incomplete or inaccurate data.

136.2. The Payer has not provided on the date of execution of the payment operation 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.

136.3. 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.

137. With the signing of the Agreement for opening, keeping and closing an account, the Customer shall confirm that he/she accepts the present GTC and he/she has been informed about the cases in which the Bank shall refuse to execute a payment order, whereas the Customer shall owe to the Bank a fee for processing of the payment documents pursuant to the Tariff of the Bank. The Customer shall owe a fee for adjustment/change pursuant to the Tariffs for each change that is made to the payment orders and documents submitted by him/her until the date of their entering for execution.

138. The Customer shall have the right to order again the same payment operation as per the procedure defined in the applicable legislation and these GTC, whereas for this purpose he/she shall submit new payment documents drawn up together with 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. NON-CANCELATION OF THE PAYMENT ORDER

139. The Customer may not cancel the payment order after its receipt by the Bank.

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

140.1. 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;

140.2. 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.
141. After the expiry of the deadlines defined in items 139 and 140, but in any case no later than the date of crediting the account of the receiver, the payment order may be canceled only in case this was agreed upfront between the customer and the Bank, where upon direct debiting the consent of the receiver shall be requested as well.

142. The Customer may cancel its execution by way of submitting a written notice to the Bank before the execution has started.

143. Upon cancellation of a payment order, the Customer shall owe a fee for cancellation of a transfer order pursuant to the Tariff of the Bank.

VII. AUTOMATIC CORRECTING TRANSFER AND DIRECT DEBIT

144. The Bank shall perform an AUTOMATIC CORRECTING TRANSFER by debiting/crediting the maintained payment accounts of the Customer without the preliminary consent or order of the Customer in the cases of: correcting inaccurate, wrong orders and operations allowed by payment service providers; as a result from a mistake in the event of credited/debited payment account of a person other than the sender/ the receiver indicated by the payer in the payment order; in the event of a credited account of the receiver but with an amount different from the amount specified by the payer in the payment order; wrongfully collected fees and commissions for services provided by the Bank; unduly received amounts; no crediting on an account of the Bank; in any other case where a wrong operation was performed, with the purpose of restoring the actual relations and the condition of the accounts to the same condition as at the time before the was mistake made.

145. The automatic correcting transfer shall be in such an amount upon which the payment account is restored to the condition in which it would have been before the execution of the wrongfully performed operation.

146. With the signing of the Agreement for opening, keeping and closing an account, the Customer shall authorize the Bank to exercise its right to direct debit for collecting its receivables defined in terms of grounds and amount against the accounts of the users of payment services in the cases foreseen herein as well as in other types of agreements concluded between the Bank and the Customer with purpose: correcting and remedying the consequences resulting from performing of illegal, including unauthorized transfers; receiving of money on an account as a result from a fraud or without valid grounds based on inauthentic documents; due to a mistake made by the sender; collecting of the receivables of the Bank from the payer for amounts, interests, commissions and charges, for which the Bank has been authorized by the payer by virtue of these GTC and/or any other agreements concluded with the Bank; in the event of enforcement pursuant to a procedure foreseen in the legislation, as well as in any other cases agreed in writing between the Bank and the Customer.

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

147. The privacy of the accounts shall be preserved. Information about the operations and the cash available on the accounts shall be provided only to the Depositors and/or to a person explicitly authorized by them with a notary certified power of attorney, as per the respective legal procedures, as well as to the competent authorities in observance of the statutory procedure.

148. 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.

149. All monetary 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.

150. The terms and conditions under item 149 shall not be applicable and the guaranteed amounts on the current accounts in the Bank shall not be payable with regard to:

150.1. Individuals who have acquired rights on the deposited funds in result of performed operations on the account within the effective term of the measures under Art. 116, para.2, item 2 and item 3 of the Credit Institutions Act and after the date of issuing of a decision as per Art.20, para.1 of the Bank Deposits Guarantee Act.
150.2. Banks, when they are made on their behalf and for their account; financial institutions under Art.3 of the Credit Institutions Act; insurance and reinsurance companies; pension insurance companies and mandatory or voluntary pension insurance funds, investment intermediaries, collective investment schemes, national investment funds, alternative investment funds and special purpose vehicles; budgetary organisations under § 1, item 5 of the Additional Provisions of the Public Finance Act; the Bank Deposits Guarantee Fund, the Fund for Compensation of Investors and the Guarantee Fund under Art. 287 of the Insurance Code

150.3. Deposits that have occurred from or are related to transactions or actions that represent money laundering according to Art.2 of the Measures Against Money Laundering Act or terrorism financing according to the Measures Against the Financing of Terrorism Act, established by a judgment which has the force of res judicata.

150.4. Deposits whose holder was not identified according to Art.3 of the Measures Against Money Laundering Act to the date of issuing of a decision as per Art.20, para.1 of the Bank Deposits Guarantee Act.

151. The Bank Deposit Insurance Fund (BDIF) shall pay out the guaranteed amounts of deposited funds through a commercial bank, determined by its Management Board according to the terms and conditions foreseen in the law.

152. With the legal fact of the opening of an account the Account Holder/the Depositor: accepts these General Terms and Conditions and confirms that he/she has provided voluntarily his/her personal data and the data of the persons authorized by him/her for achieving the purposes and the relations foreseen in these GTC. The Account Holder/Depositor explicitly agrees the bank to store, process and use his/her personal data and the personal data of the persons authorized by him/her, including by 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 of 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 within the meaning of the applicable legislation, including for the purposes of research, advertising and offering of banking products and services.

SECTION V: SETTLEMENT OF DISPUTES AND AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

153. In case the Customer has any objections concerning the execution of a particular payment service, he/she may submit a written objection to the Bank and the latter shall examine the objection and inform the Customer of its opinion within a 7-day period from its submitting.

154. In case the Bank does not give its opinion within the term defined under the preceding item or if the Customer 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.

155. The Customer shall be bound by the changes to the present GTC, unless before they take effect he/she informs the Bank in writing that he/she does not accept them. In case the Customer does not agree with the proposed changes, he/she shall have the right to terminate the Account Agreement before the changes take effect.

156. Within the scope of the provisions of these GTC, the Bank shall have the right to change unilaterally the Tariffs and the Interest Rate Bulletin of the Bank, whereas it shall inform the Customer 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.

157. The Bank reserves its right to amend the present GTC, with the exception of Chapter III: Payment services and instruments, 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.

158. For any changes in Chapter III: Payment services and instruments from the present GTC, the Bank shall inform the Customer 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 Customer on paper upon request at the teller desks of the Bank.

159. Upon amendment of these GTC, they shall remain valid and shall preserve and continue their effect for the established state of legal relations in their latest version.

160. The present General Terms and Conditions have been drawn up on the grounds of Article 57 of the Law on Credit Institutions and Article 298 of the Commerce Act, they have been adopted by the Management Board of the Bank with a decision as per Minutes No. 28 dated 29.06.2010, they have been updated as per a decision of the Management
Board of the Bank according to Minutes No. 41 dated 31.08.2016 and they take effect from 16.09.2016. 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.

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

162. Any relations between the Depositor and the Bank, which are not settled herein or in the Account Agreement, shall be settled by virtue of the Law on Payment Services and Payment Systems, Ordinance 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and Use of Payment Instruments, as well as pursuant to any other applicable regulations of the Bulgarian legislation.

SECTION VI: PREVENTION AND CONTROL

163. UniCredit Bulbank AD does not open and does not keep accounts, and respectively does not accept payments and does not execute operations ordered on and from opened accounts intended for raising amounts in connection with unsolicited commercial communications and offers which are sent to an unspecified range of people and whose conditions allow for the consideration not to be made and/or are based on the principle of gambling and/or are intended for use of unfair and/or misleading, aggressive, unconscientious commercial practices and actions and results that are prohibited by the law and/or money laundering and/or financing of terrorism and/or for execution of forms of fraud and abuse of the trust of UniCredit Bulbank AD as a servicing bank and/or pose a threat to the reputation of the bank and/or the banking system.

164. The bank does not execute operations ordered by clients in favour of parties with sanctions for payment imposed as per the officially adopted rules and procedures for this, respectively when there are imposed internal and international sanctions/bans on payments, the execution of which violates the adopted restrictions, and the consequences of the execution of such operations as stipulated in the restrictive framework remain entirely at the risk, responsibility and expense of the client – orderer.

165. If a violation of the bans on execution of the operations indicated in items 163 and 164 hereinabove because of the holder is established, the bank immediately blocks the holder’s accounts in the bank for operations of disposal (receiving and/or ordering) of payments. The incoming transfers are returned to the orderer through the bank of the orderer. The orders for payment are not accepted for execution. The bank has the right to collect the fees and commissions for keeping the blocked accounts from the balances on them by means of direct debiting, until it receives an order from the holder for the closing of its accounts in the bank indicating its account with another bank to which the residual balance should be transferred.

166. The bank informs the holder about the established violation of the bans established in these GTC on the operating with the accounts (accepting and ordering payments through unacceptable payment operations) and the blocking of its accounts in the bank in accordance with the provisions of item 165 with a statement of the blocked accounts provided to it through the channel indicated by a holder for receiving of information on the condition of its accounts.

167. The account holder is obliged within three days from the date of the notification under item 166 to order the closing of his/her accounts with the bank and to indicate where the balance on them should be transferred after offsetting the bank’s receivables payable by the account holder. In case of a distraint on the account – the closing of the account shall be done after closing the executory proceedings/applications for interim measures, with due removal of the distraint by its enforcing body, and on the account indicated by the account holder the available balance shall be transferred after the execution of the distraint, if any such balance remains.

168. The client shall declare circumstances before the Bank which define the country in which s/he is a tax resident. The term “tax resident of a country” means every person who is subject to taxation in compliance with the legislation of this country because of domicile, place of residence or any other similar criterion. In case the data, declared by the client does not correspond completely to his/her identity document, the Bank can require that the client sign additional documents, attesting to the declared circumstances.

169. In case the client refuses or cannot prove completely his/her tax status, the Bank can provide data about the client and his/her assets to third parties in compliance with the effective legislation which the client shall agree with.

Appendix 1
Time for execution of local and cross-border credit transfers at UniCredit Bulbank (from Monday to Friday)\(^1\) for the branches open on Saturday only the intrabank transfers are currently processed
taking effect from 16/09/2016

Transfers in local currency:

<table>
<thead>
<tr>
<th>Channel: Payment system:</th>
<th>Term of submission/acceptance of the order(^2)</th>
<th>Date of execution</th>
<th>Debit value date (for the account of the sender)</th>
<th>Credit value date (for the account of the receiver)</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-channel(^3,5) BISERA/SEBR A</td>
<td>until 15:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td></td>
<td>from 15:00 until 20:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Next business day</td>
</tr>
<tr>
<td>RINGS</td>
<td>until 15:30 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td></td>
<td>after 15:30 h.</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
<tr>
<td>Intrabank transfers</td>
<td>until 20:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td></td>
<td>after 20:00 h.</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
<tr>
<td>On paper BISERA/SEBR A</td>
<td>until 13:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td></td>
<td>until 16:30 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Next business day</td>
</tr>
<tr>
<td></td>
<td>after 16:30 h.</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
<tr>
<td>RINGS</td>
<td>until 14:30 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td>Intrabank transfers in local currency</td>
<td>until 18:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td></td>
<td>after 18:00 h.</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
</tbody>
</table>

Transfers in foreign currency ordered with TOM value date

<table>
<thead>
<tr>
<th>Channel: Payment system:</th>
<th>Term of submission of the order(^2,4)</th>
<th>Date of execution</th>
<th>Debit value date (for the account of the sender)</th>
<th>Value date at the correspondent bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-channel(^3,5) SWIFT For another bank in the country or abroad</td>
<td>until 17:00 h.</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
<td>Next business day (D+1)</td>
</tr>
<tr>
<td></td>
<td>after 17:00 h.</td>
<td>Next business day (D+1)</td>
<td>Next business day (D+1)</td>
<td>The second business day after the day of submission (D+2)</td>
</tr>
<tr>
<td>On paper SWIFT For another bank in the country or abroad</td>
<td>until 15:00 h.</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
<td>Next business day (D+1)</td>
</tr>
<tr>
<td></td>
<td>after 15:00 h.</td>
<td>Next business day (D+1)</td>
<td>Next business day (D+1)</td>
<td>The second business day after the day of submission (D+2)</td>
</tr>
</tbody>
</table>

Transfers in foreign currency ordered with SD value date\(^7,8\)

<table>
<thead>
<tr>
<th>Channel: Payment system:</th>
<th>Term of submission of the order</th>
<th>Date of execution</th>
<th>Debit value date (for the account of the sender)</th>
<th>Value date at the correspondent bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-channel(^3,5) SWIFT For another bank in the country or</td>
<td>for USD, CAD, EUR and GBP until 17:00</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
</tr>
<tr>
<td>Type of Transfer</td>
<td>Payment System</td>
<td>Term of Receiving the Order</td>
<td>Date of Execution</td>
<td>Credit Value Date (for the Account of the Receiver)</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
<td>-----------------------------</td>
<td>-------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td><strong>Intrabank transfers</strong></td>
<td><strong>SWIFT</strong></td>
<td>until 20:00 h.</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>after 20:00 h.</td>
<td>Next business day (D+1)</td>
<td>Next business day (D+1)</td>
</tr>
<tr>
<td><strong>On paper</strong></td>
<td><strong>SWIFT</strong></td>
<td>until 15:00 h.</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>after 15:00 h.</td>
<td>Next business day (D+1)</td>
<td>Next business day (D+1)</td>
</tr>
<tr>
<td></td>
<td><strong>Intrabank transfers</strong></td>
<td>until 16:30 h.</td>
<td>Same business day (D)</td>
<td>Same business day (D)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>after 16:30 h.</td>
<td>Next business day (D+1)</td>
<td>Next business day (D+1)</td>
</tr>
</tbody>
</table>

**Note:** The times for execution of orders for cross-border credit transfers are not guaranteed where applying a clause for the charges "All charges are borne by the Sender".

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:

<table>
<thead>
<tr>
<th>Payment system</th>
<th>Term of Receiving the Order</th>
<th>Date of Execution</th>
<th>Credit value date (for the account of the receiver)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BISERA/SEBRA</td>
<td>until 18:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td>RINGS</td>
<td>until 16:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
<tr>
<td>Intrabank transfers</td>
<td>until 20:00 h.</td>
<td>Same business day</td>
<td>Same business day</td>
</tr>
</tbody>
</table>

### Received transfers in foreign currency

<table>
<thead>
<tr>
<th>Payment system</th>
<th>Term of Receiving the Order</th>
<th>Date of Execution</th>
<th>Credit value date (for the account of the receiver)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWIFT from another bank in the country or abroad</td>
<td>until 17:30 h. on the value date for the Bank</td>
<td>On the value date for the Bank</td>
<td>The value date of receiving the funds on an account of the Bank (D+0)</td>
</tr>
</tbody>
</table>
SWIFT from another bank in the country or abroad after 17:30 h on the value date for the Bank

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For payments which the system has not blocked for verification in lists concerning compliance with the regulations and anti-money laundering and terrorism financing measures and there is enough balance on the account.</td>
</tr>
<tr>
<td>2</td>
<td>The time for depositing/receipt via the electronic channels shall be determined by the time of importing the orders in the banking information system.</td>
</tr>
<tr>
<td>3</td>
<td>The orders sent via an electronic channel after the working hours of the bank (depending on the payment type and the used channel) shall be considered accepted by the bank on the next business day.</td>
</tr>
<tr>
<td>4</td>
<td>Provided that supporting documents pursuant to Ordinance No. 28 of the MF and BNB for information and the documents submitted to the providers of payment services when making trans-border transfers and payments to third parties, when necessary, have been submitted within the working hours for acceptance of payments in foreign currency.</td>
</tr>
<tr>
<td>5</td>
<td>Are accepted with future date of execution.</td>
</tr>
<tr>
<td>6</td>
<td>The Bank reserves the right to change the value date of execution of SD to TOM in case the time of execution of the client's order in the bank is after the cut off time for acceptance of transfers for the correspondent bank.</td>
</tr>
<tr>
<td>7</td>
<td>Due to time zone difference payments with SD value date in JPY, AUD, CNY are not executed, payments with TOM value date are executed with value date D+2 for the beneficiary. On a best effort basis the correspondent bank may apply value date D+1.</td>
</tr>
<tr>
<td>8</td>
<td>The value dates for cross-border payments are not guaranteed when “other banks charges - for applicant's account” clause is applied.</td>
</tr>
<tr>
<td>9</td>
<td>For payments that are subject to automated processing. For the rest of the orders the cut off for processing is 17:00 h.</td>
</tr>
</tbody>
</table>
**GLOSSARY**

Within the meaning of these Terms and Conditions, the used terms and definitions shall have the following meaning:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Value date</strong></td>
<td>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 debit or credit the payment account, where no interest accrual of the account has been agreed.</td>
</tr>
<tr>
<td><strong>Direct debit</strong></td>
<td>A payment service for debiting a payment account of the payer where the payment transaction is performed by initiative of the receiver, on the grounds of a given consent by the payer to the receiver, to the Bank of the receiver or the Bank of the payer</td>
</tr>
<tr>
<td><strong>Credit Transfer</strong></td>
<td>A payment transaction ordered by the payer via his/her provider of payment services, with a purpose funds to be provided at the disposal of the receiver via his/her provider of payment services. The payer and the receiver may be one and the same person.</td>
</tr>
<tr>
<td><strong>Cash on hand transfer</strong></td>
<td>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 receiver or to another provider of payment services acting on behalf of the receiver, and/or where these funds are received on behalf of the receiver and are at his/her disposal.</td>
</tr>
<tr>
<td><strong>Transfer order</strong></td>
<td>Every order of a participant in a payment system to provide at the disposal of the receiver a monetary amount through entering it on the accounts at 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.</td>
</tr>
<tr>
<td><strong>Payment operation</strong></td>
<td>An action undertaken by the payer or by the receiver related to deposit, transfer or withdrawal of cash on hand, regardless of the main legal relation between the payer and the receiver.</td>
</tr>
<tr>
<td><strong>Payment account</strong></td>
<td>An account kept in the name of one or more account holders and used for the execution of payment operations. 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.</td>
</tr>
<tr>
<td><strong>Payment order</strong></td>
<td>Every order from the payer or the receiver to a bank with which the execution of a payment operation is ordered.</td>
</tr>
<tr>
<td><strong>Payer</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>User of payment services</strong></td>
<td>An individual or a legal entity that uses a payment service in his/her/its capacity of a payer or a receiver, or both.</td>
</tr>
<tr>
<td><strong>Receiver</strong></td>
<td>An individual or a legal entity defined as the end receiver of funds, which are subject to a payment operation.</td>
</tr>
<tr>
<td><strong>User</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Business day</strong></td>
<td>The day on which the respective Bank of the payer or of the receiver, which participate in the execution of the payment operation, perform an activity necessary for the execution of the payment operation.</td>
</tr>
</tbody>
</table>