

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

by **UNICREDIT BULBANK AD**, entered in the Commercial Register with the Registry Agency under UIC 831919536, registered seat and address of management: 7 Sveta Nedelya Sq., Vazrazhdane District, city of Sofia, website: [www.unicreditbulbank.bg](http://www.unicreditbulbank.bg), licensed to carry out banking activities under the supervision of the Bulgarian National Bank by virtue of Order No. ПД 22-2249/16.11.2009 of the Governor of the Bulgarian National Bank. These General Terms and Conditions for opening, servicing and closing bank accounts of individuals and for providing payment services and instruments, hereinafter referred to as the General Terms and Conditions, shall govern the relations between UniCredit Bulbank AD (the Bank) and its customers – individuals concerning the opening, servicing, carrying out transactions and closing bank accounts as well as the provision of payment services and the related transactions by the Bank from and on the bank accounts in accordance with the requirements of Payment Services and Payment Systems Act (PSPSA) and the regulations related to its application. The present General Terms and Conditions have the legal effect and consequences of a framework agreement pursuant to the Law on Payment Services and Payment Systems and are mandatory for the customers of the Bank. They lay down the general requirements for the payment relations subject to each individual agreement for opening and keeping the individual types of bank accounts and for execution of the payment services and operations provided by the Bank and they form a part of its content.

### SECTION I: BANK ACCOUNTS

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

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

1. A bank account shall be opened personally by the Depositor or by a person authorized by the Depositor after the Bank identifies the Depositor and the authorized person, if any. For identification purposes the following documents and information shall be provided:
  - 1.1. Official identity documents and, if applicable, certified copies of other official personal documents of the persons having the right to carry out operations related to the available balance on the bank account. These documents shall contain the following information: full name; date and place of birth; official personal identification number or another unique identification element shown on an official identity document/another official identity document before the expiry date and which shows the person's photograph; each citizenship held by the person; country of permanent residence and address (a post office box number is not sufficient)
  - 1.2. Original power of attorney, if any, specifying explicitly and exhaustively the type and volume of the activities which the proxy is authorized to perform on behalf of and at the expense of the Depositor;
  - 1.3. Duly filled-in questionnaires and/or a template declaration of the bank or such stipulated in an applicable regulation signed by the Depositor
  - 1.4. The bank has the right to request, and the Depositor shall provide information and documents (including but not limited to filled-in questionnaires and/or template declarations of the bank or such stipulated in an applicable regulation) about the Depositor, the countries in which the Depositor is a resident for tax purposes, the purpose and nature of the relations with the bank, etc
2. The Bank has the right to:
  - 2.1. check the identification data of the Depositor and his/her proxy, if any.
  - 2.2. require any other necessary documents and information when relations are established with the Depositor with a view to meeting its obligations under the Measures against Money Laundering Act (MAMLA) and the other applicable legislation, including but not limited to identification of the origin of the funds and source of assets (where applicable) of the Depositor. The Depositor shall provide the requested information and documents;
  - 2.3. check all data, information and documents provided by the Depositor at all times using independent sources and require that the Depositor provide additional information and documents;
  - 2.4. store the data, information and documents under item 2 and disclose them in accordance with the applicable law and the General Terms and Conditions which the Depositor has been notified of and agrees with.

- 2.5. In case of an established business relationship with the depositor, with a view to the Bank's right to request other necessary documents and information in relation to subsequent (regular) identification and check of the identity of the depositor, including but not limited to the identification of a proxy/legal representative of the depositor, as well as related to opening, servicing, performing transactions from or to, and/or closing a bank account of the depositor, the Bank may request based on its own judgment the submission of documents and information also by an electronic statement, sent to the electronic address/es (e-mail of the depositor) specified by the depositor in an agreement and/or in other document/s provided to the bank, and or made in the profile of the depositor in the channels of the bank for electronic banking, and/or through use of other permanent media.
3. The documents under item 2, issued by a public authority or certified by a legally capable foreign notary public shall have an Apostille affixed thereto if issued or certified respectively in a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents or in accordance with an effective agreement on legal assistance between the Republic of Bulgaria and the country where the documents were issued/certified or certified pursuant to the Rules for legalization, certification and translation of documents and other papers if they were issued/certified on the territory of a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents or a country with which Bulgaria has entered into a legal assistance agreement. The documents under item 2 which are issued and/or drawn up in a foreign language shall have an official translation into Bulgarian.
4. Any amendments to the documents under item 2 and/or the circumstances certified by such documents shall have effect with regard to the bank only as of the date on which the latter is notified by the Depositor in writing. The Depositor shall immediately notify the bank in the event of any circumstances concerning his/her identification and that of his/her proxies and/or keeping his/her accounts, revocation of a power of attorney, proxy's death, loss, theft or destruction/replacement of an identity document and/or power of attorney, etc.) as well as provide information and documents pursuant to item 2 attesting to these changes.
5. The Bank shall make a decision on the account opening application but is not obliged to provide reasons for its refusal to conclude an agreement.
6. After checking the presented documents, the Bank and the depositor shall conclude an agreement for the relevant account. In case of discrepancy between the requirements set out in the present General Terms and Conditions and the agreed terms in the agreement, the latter shall apply.
7. The Bank allows opening of a bank savings account for the benefit of a third natural person – under the age of 18 or placed under judicial disability, and upon opening the account data and documents are provided identifying the person opening the account and the third beneficial party – account holder, subject to the special requirements of the current legislation..
8. The Bank allows opening of a bank account with zero account balance.
- 8.1. Within 30 (thirty) calendar days from the date of opening, the respective bank account shall be replenished (cash or cashless) with an amount not less than the minimum account balance required by the bank for opening the respective type of account as per the Interest Rate Bulletin of the bank for individuals;
- 8.2. In case the account has remained with zero balance after the expiry of the period specified in item 8.1, the Bank shall have the right to unilaterally terminate the bank account agreement and close the account, for which the depositor will be deemed to be notified with the account statement provided to the depositor by the Bank on a durable medium and/or through the information provided by the Bank regarding the status of the account in the channels of the Bank for e-banking.

## **II. INTEREST RATES, FEES AND COMMISSIONS**

9. 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;
- 9.1. The interest is accrued daily, it is payable and paid by the Bank in the way specified in item 11 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;
- 9.2. 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;

- 9.3. The funds available on the accounts shall accrue interest at the annual interest rates defined according to the item 9 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.
10. 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.
11. At the choice of the depositor (the depositors of joint accounts respectively), the interest paid by the Bank may be capitalized on the account or be transferred on an account with the Bank indicated by him or her/them, which is agreed in the agreement for a bank account.
12. In case the currency of the account, on which the due and payable interest is transferred is a different currency, the Bank shall convert the amount of the transferred interest applying its officially announced exchange rates for the respective currencies on the date of the transaction.
13. 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.
14. The changes in the amounts of the interests, fees and commissions established as definable according to the method for defining them set out in these General Terms and Conditions, the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals displayed at the bank's teller desks and/or published on the bank's website, shall have effect on the sight accounts (savings and current accounts) from the date on which they come into effect, indicated in the Interest Rate Bulletin and the Tariff on the Fees and Commissions for Individuals. The changes in the amounts of the fees and commissions established as definable according to the method for defining them set out in these General Terms and Conditions and the bank's Tariff on the Fees and Commissions for Individuals displayed at the bank's teller desks and/or published on the bank's website, shall have effect on the time deposits from the date on which they come into effect, indicated in the Tariff on the Fees and Commissions for Individuals. Upon renewal of time deposits on the maturity date, such deposits shall accrue an interest at the interest rate set for the respective deposit type in the Interest Rate Bulletin of the bank as of the renewal date
15. The Depositor undertakes to pay to the bank within the terms and in the amounts defined in its approved Tariff on the Fees and Commissions for Individuals applicable at the time of their collection, all fees, commissions and other charges of the Bank, which have arisen in relation to the opening, keeping and servicing of the account or its closing, as well as for the transactions performed on the account.
16. The funds on the accounts shall accrue interests at the interest rates set in accordance with the specified method for defining them depending on the product group of each account, including a group of the contractual accounts according to the type and the conditions for their keeping specified in item 9 and published on the Interest Rate Bulletin applicable at any time, on equal terms and to all depositors from the relevant groups to which they belong.

### III. TRANSACTIONS ON ACCOUNTS

17. The Bank accepts, for consideration, to perform on the account, up to the amount of the cash available on it, any common bank transactions performed by the Bank, or other transactions agreed with the Bank in observance of the requirements stipulated in the effective legislation, the present General Terms and Conditions and the concluded agreement for the respective account.
18. Cash on hand and on account transactions may be performed on the bank accounts by order of third parties in observance of the requirements stipulated in the legislation applicable to the time of their performing and the present General Terms and Conditions in their applicable version as to the date of the respective transaction. The Depositor shall declare that s/he is familiar with and shall provide her/his explicit consent with the purpose of her/his identification and guaranteeing the validity of the execution of the ordered transaction for conducting a check of the validity and authenticity of her/his ID document by a special scanning device both upon signing an agreement with the Bank and at the time of performing payment transactions.
19. The Depositor may operate personally with funds from the account after presenting an identity document as well as through his/her representative acting by virtue of an original power of attorney which certifies the signature of the authorizer in accordance with the required procedures. The power of attorney shall explicitly specify the type of the ordered transaction, certified as follows:

- 19.1** by a Bulgarian notary public in the Republic of Bulgaria;
- 19.2** by a Bulgarian diplomatic or consular representative abroad;
- 19.3** 19.3 by a legally capable foreign notary public, with an apostille affixed to it if certified in a country, signatory to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents;
- 19.4** 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;
- 19.5** 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 19.3. and 19.4.
- 19.6** in any other way provided for in the Bulgarian law.
- 20.** Disposal transactions from the accounts shall be carried out on the instructions of the depositor/his or her proxy only if there is financial coverage on the account for the amount of the transaction and the charges due and payable for executing it, as laid down in the Tariff of the Bank for fees and commissions for individuals, applicable at the time of the transaction, applying relevant templates of payment documents and upon presentation of all documents required by the current legislation and/or the internal rules of the Bank. The Bank may also require other documents for identification of the depositor and/or for certifying the reason for the payment, in order to prevent payments for prohibited activities and money laundering.
- 21.** Disposal transactions on an account opened on behalf or for the benefit of a person who is under the age of 18 or is placed under judicial disability shall be carried out in compliance with the statutory requirements for this, with permission from the district court according to the current address of the person..
- 22.** Cash transfers from/on bank accounts shall be performed in accordance with the applicable legislation and in applying the present General Terms and Conditions - section III. Payment services and instruments.
- 23.** The exchange rates applied by the Bank in the execution of the payment operations shall be currency exchange rates „buy”/ „sell”, „cash”/ „cashless”, respectively, on the day of execution of the payment transaction, displayed in the bank branches, published on the Internet site and/or made available in the e-banking channels.
- 24.** The depositor shall immediately notify the Bank in writing in case of changes in the documents submitted to it under item 2 and/or in the circumstances certified by such documents, and shall certify the changes that have occurred.
- 25.** 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 24, including in the cases where it has executed an order given by a person having presented for this purpose regular at first sight, but in reality inauthentic documents (with false content and/or inauthentic) and having certified his/her rights to order transactions on the account, including by presenting a regular at first sight power of attorney, in the cases when the representative power of this person was discontinued before the Bank was informed in writing about the discontinuation of the powers of this person. Duly drawn up shall be considered each order that contains the requisites required by the law and the present General Terms and Conditions and signed by a person with right of specimen corresponding to the specimen submitted to the bank.
- 26.** The Bank shall effect from the account of the depositor each entered with it order for cash and/or cashless payment, which is admissible as per the effective legislation, the applicable rules for payment and the Terms and Conditions according to which the account is kept.
- 26.1** Subject to execution shall be such an order that is received in the Bank and has all the documents required for its execution appended to it, and which has been made in compliance with all the standard requisites, has been signed by a person who has/have rights to order transactions on the account, whose signature appears to correspond to the signature laid in front of a Bank clerk or to a specimen of the signature submitted in a notary certified form;
- 26.2** 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;
- 26.3** The Bank shall not be held liable in case it has performed in good faith, according to the provisions of item 26.1, a transaction under the current account of the depositor, ordered to it in writing by a person/s, whose signature/s on the order, laid outside the Bank correspond/s to the specimen of the signatures of the persons who have rights to order transactions under the account and which person/s on the grounds of unambiguous circumstances appear/s to be entitled to dispose with the cash available on it. The risk and the consequences from the execution of orders that at first sight have appeared regular, which afterwards are found to be counterfeit, shall remain at the expense of the depositor to the account;

- 26.4** In accordance with the provisions of the Payment Services and Payment Systems Act and Ordinance 3 of the BNB of 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments, the Bank is entitled to collect automatically, through an adjusted transfer or debit of the unduly received and payable amounts credited into the accounts of its customers from the cash available on them or from the cash available on any other account of theirs with it and to debit the amounts ordered for transfer which are still not collected to which the Depositor shall provide his/her explicit written consent by signing the account agreement;
- 26.5** Upon receipt of an attachment notice by authorities authorised by the legislation for the account of the depositor, it shall be executed in accordance with the provisions of the current legislation.
- 26.6** The Bank has the right to refuse to carry out transactions from/on a payment account ordered by a proxy of the Depositor if the scope of the his/her powers of representation is not clearly and precisely specified;
- 26.7** The Bank has the right to refuse to carry out a transaction from/on a payment account in the cases under art. 17 of MAMLA.
- 27.** 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.
- 28.** The depositor shall be obliged to inform the Bank for each unauthorized or inaccurately executed payment transaction without undue delay after becoming aware of such a transaction, but in any case no later than 13 months after the date of debiting the account of the depositor. The depositor shall be considered to have become aware of the unauthorized or incorrectly executed payment transaction at the latest upon the receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Payment Services and Payment Systems Act.
- 29.** The Bank has the right to collect ex officio from the accounts of its customers its due receivables according to the type of the account for opening, keeping, maintaining and closing an account, servicing of transactions, as well as amounts unduly received in the event of initial absence of a reason, including as a result of fraud and/or incorrect instructions and/or bank technical errors. In case the depositor has an account in a currency other than the currency of his or 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.
- 29.1.** The Bank reserves the right to debit ex officio the account for payment of additional expenses incurred, including to foreign banks in connection with the execution of the orders of a depositor/his or her proxy;
- 29.2.** In the event that due to a shortage of funds on the account, the Bank cannot collect in full the fees or commissions due and payable to it from the depositor, through ex officio collection of receivables the Bank shall collect in full the balance on the account and shall have its receivables paid in their amount up to the available balance;
- 30.** In case of an unauthorized or inaccurately performed transaction, the Bank shall determine its correct execution in accordance with the order registered and booked according to the regulatory and internal requirements, as well as that the transaction is not affected by a technical failure or some other deficiency.
- 31.** In case of an unauthorized payment transaction the bank shall immediately reimburse the payer with the amount of the transaction, in any case no later than the end of the next business day after the Bank has noticed or has been informed about the unauthorized transaction unless the bank has reasonable doubts for fraud and notifies the respective competent authorities. Whenever necessary, the payer's provider of payment services recovers the payer's account in the state it would have been if the unauthorized payment transaction has not been performed. The Bank shall be informed in writing by the payment service user when the payment service user has learned about the unauthorized payment transaction. The value date for crediting the payer's payment account is no later than the date on which the account was debited with the amount of the unauthorized payment transaction. The recovery by the Bank of the unauthorized payment transaction amount into the authorized holder's payment account does not prevent the Bank from holding the payer responsible in compliance with the legislation regarding the recovered amount of the payment transaction if the payment transaction was authorized by the payer.
- 31.1.** Where a payment order is initiated by the payer through a payment initiation service provider, the Bank shall refund to the payer the amount of the non- executed or defective payment transaction and, where applicable, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. The burden shall be on the payment initiation service provider to prove that the payment order was received by the payer's Bank in accordance with Article 83 of the Payment Services and Payment Systems Act and

that within its sphere of competence the payment transaction was authenticated by it, accurately recorded and not affected by a technical breakdown or other deficiency linked to the non-execution, defective or late execution of the transaction. Where the payment initiation service provider is liable for the non-execution, defective or late execution of the payment transaction, it shall immediately compensate the Bank at its request for the losses incurred or amounts paid as a result of the refund to the payer

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

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

33. For ensuring the accurate execution of a payment order for performing the payment services, the payer shall be obliged to fill out precisely, accurately and completely the payment documents with all requisites required for the correct execution of the ordered transaction, including the the international number of the bank account (IBAN), the international bank identification code of the bank (BIC), whenever any such is required pursuant to the effective legislation or any other unique identification number of the recipient's account.
34. The Bank shall provide/ make available to the depositor, free of charge, information about all deposits, payments and the available balance on the account within the time periods, scope and with all required details pursuant to the Payment Services and Payment Systems Act (PSPSA), Ordinance No. 3 of the BNB of 18 April 2018 on the Terms and Procedure for Opening Payment Accounts, Executing Payment Transactions and Using Payment Instruments, and the provisions of the current General Terms and Conditions and the applicable Tariff of the Bank for fees and commissions for individuals and the Interest Rate Bulletin. The above information is provided/ made available through the Bank's electronic channels, unless otherwise agreed with the depositor. In case the depositor has not agreed on the way of providing/ making the information available, or the address/email indicated is wrong, incomplete or non-existent, the Bank shall provide/ make the information available through the Bank's electronic channels or upon request – at a branch of the Bank, when the depositor does not use the services of the Bank for e-banking.
- 34.1. The depositor shall pay the Bank a fee in accordance with the Tariff of the Bank for fees and commissions for individuals, for the provision of information with delivery to an address on paper or in the form of a certificate, or for additional information/ information provided at the request of the depositor for a period shorter than a month, unless otherwise agreed with the depositor.
35. Information about an ordered cash transfer is provided on the teller desks of the Bank immediately after the execution of the transfer as well as via the electronic channels of the Bank, in case it is ordered electronically.
36. The Bank shall provide information for received available cash transfers upon request by the recipient under the payment service, as well as via the e-channels.
37. The Bank corrects unauthorized or inaccurately executed payment transaction only if the depositor notifies the Bank without undue delay after becoming aware of such a transaction, which gives rise to a claim, however, no later than 13 months after the date of the debiting of customer's account. The depositor shall be considered to have become aware of the unauthorized or incorrectly executed payment transaction no later than the time of receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Payment Services and Payment Systems Act.
38. In fulfilling its obligation for providing the information required by law, the Bank shall maintain and provide at the disposal of its customers actual, complete and detailed information for the products and services offered by it, the methods for determining the interest rates, fees and commissions, the amounts of the calculated interest rates, exchange rates based on them, as well as the content of the effective and applicable Interest Rate Bulletin, Tariff for the fees and commissions of the Bank for individuals and the present General Terms and Conditions by making such information available in the bank branches, on the Internet site and via the e-banking channels. The depositor shall undertake to follow and to keep himself informed of the content of the effective and applicable General Terms and Conditions, Tariff and Interest Rate Bulletin of the Bank, as well as all changes to them and is not allowed to claim being unaware of the terms and conditions of the Bank applicable at any time, as listed in detail above, which are binding for the depositor and commit him/her from the date of their announcement in the bank branches, publishing on the Internet site or e-channels, on the condition that they do not refer to changes, which take effect at the times set according to the regulatory framework.

#### **V. CLOSING**

39. The agreement for bank account opening and keeping shall be terminated and the account shall be closed:
- 39.1. at the request of the depositor/ his or her proxy;

- 39.2.** in case of failure to comply with the depositor's obligation under item 8.1, the Bank has the right to unilaterally close the account, for which the depositor will be deemed to be notified with the account statement provided/ made available to the depositor by the Bank on a durable medium and/or through the information provided by the Bank on the status of the account in the channels of the Bank for electronic banking;
- 39.3.** in case of failure of the depositor to pay the expenses due to the Bank, according to its Tariff for fees and commissions for individuals, for two consecutive months, the Bank has the right to unilaterally terminate the bank account agreement and close the account, for which the depositor will be deemed to be notified with the account statement provided/ made available to the depositor by the Bank on a durable medium and/or through the information provided by the Bank on the status of the account in the channels of the Bank for electronic banking;
- 39.4.** unilaterally by the Bank in case of making a decision for terminating the offering of a specific type of account and/or in case of impossibility for technical maintenance after the providing of a two months notice to the account holders. The account's balance will be transferred to opened by the Bank account's holder payment account with no specified term, unless other instruction have been given to the Bank by the account's holder. The Bank informs the account holder about the international bank account number (IBAN) of the opened payment account. If the specific type of account is a deposit, Art. 46 shall apply.
- 39.5.** by two-month notice from the Bank to the depositor;
- 39.6.** in the event of death of the Depositor, while the terms and conditions set forth in item 42 shall apply;
- 39.7.** by giving notice with immediate effect as of the date thereof in case the Depositor is a defaulting party under the bank account agreement and/or in case of non-fulfillment by the Depositor of any of his/her obligations stipulated in the present General Terms and Conditions, including but not limited to the cases when a breach of the prohibitions for carrying out the transactions specified in items 130 and 131 of the present General Terms and Conditions has been identified
- 39.8.** by a notification with immediate effect from its date when it is established that the depositor is included in restrictive lists drawn up by the United Nations Security Council, SDN lists of OFAC, the United Kingdom of Great Britain and Northern Ireland and the European Commission;
- 39.9.** by giving notice with immediate effect as of the date when it is identified that depositor is on a list under the Measures Against the Financing of Terrorism Act. This list of natural persons, individuals and organizations against which special measures are imposed has been drawn up by the Council of Ministers.
- 39.10.** by giving notice with immediate effect as of the date when it is identified that the depositor is a person involved in terrorist or terrorist financing activities on other regulatory or contractually established grounds;
- 39.11.** by a notification with immediate effect from its date – in case of failure by the depositor to comply with relevant provisions of the current law, including in case of refusal or failure to submit within the prescribed period documents or information requested by the Bank, as well as in case of impossibility to fulfill the obligations of the Bank to carry out customer due diligence of the depositor pursuant to Article 17 of the Measures against Money Laundering Act;
- 39.12.** on other statutory or contractually established grounds;
- 39.13.** The Bank shall refuse to close a bank account if it is subject to attachment.
- 40.** The notice referred to in item 39.5 or the notification referred to in items 39.7 to 39.11 by the Bank, when given on paper, shall be deemed to have been received by the depositor when it has been sent to the last correspondence address indicated by the depositor to the Bank. In case the depositor has not notified the Bank of a change in the indicated correspondence address, the notice or respectively the notification by the Bank shall be deemed to have been duly received, notwithstanding the acknowledgement of receipt. The notice under item 39.5, and respectively the notification under items 39.7 to 39.11 may be sent to the depositor, in addition to the aforementioned manner, and/or also:
- 40.1.** an electronic statement sent to the e-mail address of the depositor (according to the definition of this term in item 2.5.)The notice, and respectively the notification shall be deemed to have been received by the depositor on the day of its sending to the e-mail of the depositor unless an automated message is received from the e-mail of the depositor that the message has not been sent successfully and/or its receipt has failed;
- 40.2.** an electronic statement made in the profile of the depositor in the channels of the Bank for electronic banking;
- 40.3.** other permanent media.

41. The framework agreement about a payment account with basic features can be terminated by the depositor in accordance with subpara. 39.1 or unilaterally by the Bank in accordance with Art. 121 of the Payment Services and Payment Systems Act only if at least one of the following conditions is fulfilled:
- 41.1. The depositor has used deliberately the payment account for illegitimate purposes;
  - 41.2. No payment transaction has been performed on the payment account for more than 24 consecutive months;
  - 41.3. The depositor provided false information in order to open a payment account with basic features while the provision of the true information would have led to a rejection for the opening of the account;
  - 41.4. The depositor does not reside anymore lawfully in the EU;
  - 41.5. The depositor has subsequently opened another payment account with a bank for the use of the services listed in item 44.2.
  - 41.6. The depositor breaches the present General Terms and Conditions.
  - 41.7. Should the Bank terminate the framework agreement for the payment account with basic features on one or more of the grounds specified in subpara. 41.2, 41.4, 41.5 and 41.6, it shall inform the depositor for the reasons and grounds for this termination by means of a two-month notice unless the disclosure of this information would contradict the national security and public order objectives.
  - 41.8. When the Bank terminates the framework agreement for the payment account with basic features based on subpara. 41.1 or 41.3 of the present General Terms and Conditions, the termination shall become effective immediately.
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 a copy of death certificate
- 42.1. The amounts on the accounts of the deceased depositor shall be paid to the heirs after completing an application form as per a template of the Bank, signed by the heirs or their proxy and after presentation of a copy of a death certificate, a certificate of heirs/declared will, a certificate from the municipality of the deceased's last residence that the amounts in the accounts have been declared and the inheritance tax is paid, where such is due by law, a certificate from the territorial office of the National Social Security Institute, in which the last month for which the deceased was entitled to a pension, as well as the month until which the pension was transferred to the account of the depositor (in case a pension was received into the account), have been entered. The amount transferred, relating to a time after the month in which the depositor died, shall be reimbursed ex officio by the Bank to the territorial division of the National Social Security Institute. If necessary, as well as in all cases of succession with an international element, including in the case of a European Certificate of Succession, the Bank shall have the right to request from the heirs to submit also other documents before payment of the sums.
43. If the information about a depositor's death is accurate, the bank has the right to block his/her accounts opened with it without receiving the notification under item 42.

## **CHAPTER II. TYPES OF BANK ACCOUNTS**

### **I. CURRENT, SAVINGS AND DEPOSIT ACCOUNTS**

44. The Bank concludes agreements for opening of the following types of accounts for individuals:
- 44.1. Current accounts - for keeping money payable at sight without any required term for giving notice from the depositor to the Bank, as well as for performing payment transactions on depositing, transferring and withdrawal of funds;
  - 44.2. Payment account with basic features—through which the following services in BGN are provided on the territory of the country:
    - 44.1.1 Opening, use and closing of a payment account;
    - 44.1.2 Depositing funds on a payment account;
    - 44.1.3 Withdrawing cash on hand from a teller desk or ATM during or outside banking hours;
    - 44.1.4 Direct debiting;
    - 44.1.5 Payment transactions executed by a payment card, incl. online payments;
    - 44.1.6 Credit transfers, incl. orders for regular transfers on ATMs and POS and on the teller desks, if applicable and through the online banking systems of the Bank.
  - 44.3. Savings accounts - for keeping cash amounts intended for accumulation, payable without any required term for giving notice.

**44.4.** Deposit accounts - for keeping money payable on an agreed date (maturity) or upon arising of other agreed terms and conditions for payment and in compliance with the terms and conditions published by the Bank, pursuant to the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals.

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

A Depositor, or his/her respective proxy respectively, who has opened a one-month standard time deposit with a zero account balance, shall have the right on the maturity date to renegotiate the deposit for a term other than one month as in such case he/she shall be obliged to replenish the deposit account with the required minimum account balance amount according to the Interest Rate Bulletin of the Bank. 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.

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

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.

**44.4.2** 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.

**44.4.3** In case the maturity date is on a non-business day, the interest due shall be accrued on the first business day after the maturity date.

**44.4.4** 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.

**44.4.5** If on the maturity date or before that, the depositor has not requested termination of the deposit, either personally or through a proxy, the deposit shall be renewed automatically for the same term as that agreed in the deposit account agreement while applying the effective interest and the other terms and conditions of the Bank applicable to that date, whereas information about these terms and conditions can be obtained by the depositor on the Bank's premises where such information is displayed in a visible place or it also can be found on the Internet site of the Bank.

**44.4.6** On the deposit account the Bank shall accept on-account transfers and paying in cash-on-hand prior to the maturity date of the deposit without changing the maturity date and without considering this a breach of the deposit terms and conditions, in compliance with the terms and conditions published by the Bank, pursuant to the Interest Rate Bulletin and the bank's Tariff on the Fees and Commissions for Individuals. Upon additional paying in of funds during the deposit term, the additionally paid-in amount shall accrue interest until the maturity date at an interest rate equal to the one set for the respective time deposit. In case the deposit moves to another interest rate group as a result from the additional paying in, from the date of the additional paying in the Bank shall apply the interest rate applicable to this interest group according to the Interest Rate Bulletin valid as to the time of opening/ last review of the deposit.

**44.4.7** The Depositor may operate with the deposit funds on the maturity date. In case the maturity date happens to be a non-business day, 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.

**44.4.8** 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.

**44.4.9** In case of performing an operation with the deposit or a portion of it before expiry of the deposit term, for the days from the replenishment of the deposit account, or last renewal of the deposit respectively, until the date on which the deposit is breached, the Bank shall accrue and pay interest as per the interest rates set for current accounts in the respective currency defined in terms of amount in the Interest Rate Bulletin of the Bank applicable as to the date of breaching the deposit.

**44.4.10** 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:

**44.4.10.1.** the deposit account number shall be preserved provided the term of the deposit is not changed;

**44.4.10.2.** a new account shall be opened in the event of a change of the term of the deposit. .

**44.5.** Special accounts – accounts with assigned conditions for operating with them or accounts serving some special purpose, whose specific terms and conditions are defined in the relevant agreement;

**44.6.** Joint account - may be opened for two or more depositors in the event of a filled out and signed by all of the depositors application for joint account opening as per a template of the Bank.

**44.6.1.** No joint account may be opened where one of the account holders is a minor or underage child. Such a person may become an account holder only in certain circumstances – in the event of death of one of the depositors when an heir is a minor or underage child. All of the depositors to a joint account shall have obligations to the Bank under the conditions of passive solidarity in respect of repayment of the due fees and commissions for opening, servicing and closing the account, as well as for performing operations on the account, as foreseen in the bank's Tariff on the Fees and Commissions for Individuals;

**44.6.2.** On the joint account amounts may be received cash-on-hand or on-account either on behalf of all of the depositors or on behalf of any of them. After the amounts are received on the account, all the depositors may operate with them together, regardless on whose behalf the amounts were deposited or transferred unless explicitly agreed otherwise.

**44.6.3.** Account operations by the depositors via a proxy shall be allowed only if the proxy has an authorization by all the depositors altogether. A proxy of one of the depositors to the account may operate with cash available on the account only in conjunction with the other depositors to the account and on condition that the proxy has an explicit authorization by the respective depositor.

**44.6.4.** The Bank shall not have any responsibility for the relations between the depositors and/or their proxies in the event of and in connection with operating with the funds on the account that is performed by any of them. Should the instructions given by a depositor or a proxy be contradictory to or inconsistent with an instruction given by another depositor or proxy, the Bank shall have the right to refuse to execute the instructions until the contradiction is resolved.

**44.6.5.** The Bank shall execute the received orders of distraint on the joint account completely against the total funds available on the account nonetheless for the repayment of a debt in enforcement of which of the depositors the distraint is imposed and regardless of the amount of the distraint or the size of the share of the amount deposited by the debtor depositor. Because of the coownership of the depositors in respect of the funds available on the joint account, the rule of passive solidarity applies in this case as well.

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

**44.6.6.1.** a request submitted by one or more depositors, where for closing the account each of them must have provided his/her consent together with all the rest of the depositors in person or via an explicitly authorized person with a power of attorney certified in accordance with the requirements of the Bank;

**44.6.6.2.** change in respect of any of the depositors (withdrawal, substitution for another), where a new Application shall be submitted, a new joint account shall be opened and a new agreement shall be signed;

**44.6.6.3.** death of any of the depositors, where the following conditions apply:

**44.6.6.3.1.** The Bank shall be notified in writing in the event of death of any of the depositors. Such notification can be made by any person and it should be accompanied by a copy of the depositor's death certificate and a certificate of the depositor's heirs;

**44.6.6.3.2.** the surviving depositors and the heirs of the deceased depositor have the right within a period of 30 days from the notification to the Bank to make a joint written statement to Bank that they agree the account agreement to stay in effect for a time deposit until the agreed maturity date comes, while preserving all originally agreed terms and conditions. In such case the heirs of the deceased depositor shall inherit his/her share and an annex to the joint account agreement shall be signed; In case until the expiry of the 30-day period no joint written statement is submitted to the Bank, the account shall be closed down after the funds accumulated on the joint account are paid to the heirs of the deceased depositor and to the surviving depositors, whereas the amount shall be divided into as many equal parts as the number of the depositors at the time of opening the joint account and each part shall

be paid to each of the surviving depositors accordingly and one relevant part shall be paid to the heirs of the deceased depositor altogether. The amounts shall be paid in cash or to an account specified by each of the surviving depositors and by the heirs of the deceased person. In case any of the depositors or the heirs of the deceased depositor do not appear at the bank or do not indicate a bank account on which to receive their due amount, the Bank shall open automatically on behalf of the respective depositor or the heirs of the deceased depositor an account and shall transfer the relevant due amount on it. On the accounts automatically opened under the aforesaid conditions, fees and commissions shall be charged for opening, servicing and closing as well as for performing transactions on the account, as foreseen in the bank's Tariff on the Fees and Commissions for Individuals, whereas such fees and commissions shall be collected by the Bank as per the terms and conditions of present General Terms and Conditions, to which the depositors agree by the signing of the joint account agreement.

**44.6.6.3.3.** 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.

**44.7.** Besides the account listed above, the Bank may open also other types of accounts pre-agreeing the terms and conditions with the depositor.

- 45.** All accounts shall be opened, kept and closed pursuant to the present General Terms and Conditions and the individual account agreement.
- 46.** For deposits with initially agreed clause for automatic renewal the Bank preserves its right on the day after the date of maturity to transfer the account's balance to opened by the Bank depositor's payment account with no specified term, unless other instruction have been given to the Bank by the depositor. The Bank informs the depositor about the international bank account number (IBAN) of the opened payment account. The above actions are undertaken by the Bank when the technical maintenance of the deposit is impossible and/or upon making a decision for termination of the offering of this type of deposit product and after providing a two months notice to the depositors.

## II. ACCOUNTS OPENED VIA E-CHANNEL

- 47.** The individual customers using the electronic banking services of UniCredit Bulbank AD may open accounts according to the functionalities of the service by identifying themselves for this purpose through the electronic means of identification described in detail in the General Terms and Conditions of the Bank for Providing the Electronic Banking Services Bulbank Online and Bulbank Mobile. The means of electronic identification shall be considered valid signed written statements (electronic documents) binding for the customer. The electronic use of an electronic signature has the effect of a legally valid signature appended by a person with rights to operate with the accounts of the customer with the Bank within the meaning of the applicable legislation and it certifies the truthfulness and the authenticity of the electronic statement for the ordered transaction. The electronic signature placed for bank account opening and keeping via e-channel expresses the consent and acceptance on behalf of the account holder of the agreement for a bank account signed with the bank via e-channel.
- 48.** Through the electronic banking service the account is automatically added to the customer profile, whereas the user shall be informed of the rights with which the account is added.
- 49.** The Bank provides information on account balances and movements on the accounts opened via the electronic channels as well as the other accounts added through the respective menus in the service. The date of registering the movement on a bank account subscribed to electronic banking service shall be considered to be the start of the period within which the customer may dispute the respective transaction according to the provisions of the Law on Payment Services and Payment Systems.
- 50.** The accrual of interest on accounts opened via electronic banking service is done only by way of capitalization of the interest on the respective account. The customer may change this condition in a branch of the Bank.
- 51.** The closing, change of rights and exclusion of accounts subscribed or opened through the e-banking services shall take place at a branch of the Bank.

52. For any issues that have not been dealt with herein General Terms and Conditions of the Bank for Providing the Electronic Banking Services BULBANK ONLINE and BULBANK MOBILE shall apply.

### III. PACKAGE PROGRAMMES AND PLANS

53. Unico Package Programme:

53.1. At the customer's request, the products and services used by the customer can be included in a Unico package programme.

54. Modula Programme:

54.1. The subscription to the Modula Programme (hereinafter referred to as the Programme) gives the customer the right to use bank products and/or services in a combination specified by the customer and for which by subscription to the Programme special conditions apply as set out in an agreement concluded between the Bank and the customer.

54.2. All products/services included in the Programme shall be provided in accordance with the General Terms and Conditions applicable thereto and these General Terms and Conditions.

54.3. For the use of the Programme the customer shall pay to the Bank a monthly fee in the amount specified in the agreement for the programme signed between the parties. The fee is payable from the moment of concluding the agreement. The monthly fee for the Programme is determined on the basis of the selected by the customer combination of products and/or services, as well as based on the fees and commissions for the products and/or services according to the Tariff of the Bank for individuals. Any change in the Tariff in its part concerning the combination of products and/or services selected by the customer shall lead to a change in the amount of the monthly fee for the Programme, payable by the customer. The change of the Tariff shall have an effect for the customer from the time of its taking effect.

54.4. For the purposes of the Programme, a one-month period is a period from the 26th day of the current calendar month until the 25th day of the next calendar month. The customer shall pay a monthly fee for the Programme on every 25th calendar day of the month for the previous month or part of it when the first fee under the agreement is due. In case there are two agreements for the Programme within one month, the monthly fee due for the entire monthly period is in the amount determined in the last effective agreement. In case the day for collection of the monthly fee due is a non-business day, the Bank shall collect it on the first business day that follows.

54.5. The Customer shall have the right to make change to the used combination of products/services by adding and/or excluding a product/service in the Programme once during the one-month period. In case of change in the used combination of products/services the customer shall sign a new request and a new agreement for subscription to the Programme by which the effectiveness of the previous agreement shall be terminated. In case the change made to the Programme leads to a change of the due monthly fee then the new amount shall be due on the first forthcoming date for payment of the fee.

55. "Start", "Plus", "Max" and "Private" Plans:

55.1. The plan includes products and services, which are defined in the current Tariff of the Bank for individuals. The products/services included in the plan are provided in accordance with the Bank's General Terms and Conditions, applicable to them.

55.2. The Bank provides the plan to the customer after conclusion of an agreement for providing a plan.

55.3. The customer pays the Bank a monthly service and maintenance fee for the plan. The fee is payable on the date of conclusion of the agreement for providing a plan, in accordance with the current Bank's Tariff for individuals, unless otherwise agreed with the customer.

55.4. In case the date for collection of the due monthly fee is a non-business day, the Bank collects it on the first business day that follows.

55.5. The customer may change the plan they use by concluding an agreement for the new plan and in this case the effect of the previously concluded agreement for a plan gets terminated. In case the change made to the plan leads to a change of the due monthly fee, the new amount of the fee is payable on the first date for payment of the fee thereafter.

55.6. The agreement for providing a plan/the plan shall be terminated:

55.6.1. by mutual agreement of the customer and the Bank;

55.6.2. upon concluding an agreement for a new plan;

55.6.3. unilaterally by the customer exercising his or her right of withdrawal within 14 days from the date of conclusion of the agreement for providing a plan, when the agreement is concluded pursuant to the Distance Marketing of Financial Services Act;

55.6.3.1. The right to withdrawal from the agreement shall be considered to have been exercised provided that the notice was sent to the Bank before the expiry of the deadline referred in paragraph 55.6.3;

**55.6.3.2.** When exercising their right to withdrawal, the customer shall notify the Bank before the expiry of the deadline referred in paragraph 55.6.3, on the telephone line of the Call Center of the Bank, which is provided on the Bank's website, or alternatively they can give the notice on paper at a convenient branch of the Bank.

**55.6.3.3.** The withdrawal from the concluded agreement for a plan shall take effect and the agreement shall be terminated, provided that the notice is given within the term and pursuant to the procedure specified in paragraphs 55.6.3.1 and 55.6.3.2.

**55.6.4.** unilaterally by the customer by giving a written notice to the Bank through submission of a Request for termination as per a sample form of the Bank and after payment of all due fees;

**55.6.5.** unilaterally by the Bank, in accordance with these General Terms and Conditions;

**55.6.6.** upon withdrawal by the customer of the consent to indicate his or her wishes with an electronic signature within the meaning of Article 13 (1) and (2) of the Electronic Document and Electronic Trust Services Act, unless otherwise agreed.

**55.6.7.** on other statutory or contractually established grounds.

**56.** In case the customer wants to include in a package programme/ plan an existing current account opened in his/her name, the account shall be rearranged as the special terms and conditions agreed under the agreement for a package programme/plan shall remain valid for it.

**57.** For the performed transactions and movements on the accounts included in the package programme/plan the Bank provides statements in a way specified by the customer. In the event of a stated request for receiving statements on an electronic address, the Customer shall undertake to meet the following requirements:

**57.1.** Take all necessary actions so as to ensure the unhindered receipt of the electronic messages containing/having as an attachment statements sent to the given electronic address. To be familiar with and accept the fact that the Bank shall not assume any liability if it has delivered statements to the customer to the email address specified above in good faith but it is inaccessible due to technical issues and/or as a result of deliberate actions or gross negligence on the part of the customer.

**57.2.** To inform the Bank in due course in case of any change to the e-mail address, which s/he has provided for receiving statements. The Bank is not responsible for any undelivered statements until the day of receiving a written notification of the changes or circumstances as stipulated in the previous statement.

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

**57.4.** The Customer declares that they are aware of and accepts that any statement sent by the Bank to an electronic address shall have the effect and meaning of a written notification for the information contained in it, as well as for all operations performed on the account by the customer and/or third parties and it shall be considered provided to the customer, whereas the term for raising claims against the information contained in it in compliance with the provisions of present General Terms and Conditions and the General Terms and Conditions for bank card for individuals and for providing payment services via the use of bank cards as electronic payment instruments, with which the customer is acquainted and accepts, shall start from the time when in the systems of the Bank information is reported that the electronic message, containing an attached statement, has reached the electronic address, indicated by the customer to which it was sent, but in any case not later than one business day from the date, on which it was sent. The Customer declares that they are aware of and accepts that the statements sent by the Bank may not exceed "3 MB" and in case they are bigger in size, they shall appear at the Bank in person to receive the statement;

**58.** In case the customer does not provide the necessary funds for payment of the monthly fee in full for a package programme/ plan for two consecutive months, the Bank has the right to immediately terminate the package programme/ plan without notice, for which the customer will be deemed to be notified with the statement of the main account included in the package programme/ plan provided to the customer by the Bank on a durable medium. The termination of the package programme/ plan does not release the customer from his or her obligations to pay for the use of the products/ services specified in the agreement for a package programme/ plan.

59. The Bank has the right to terminate an agreement for a package programme/ plan unilaterally without prior notice in case of non-fulfillment by the customer of an obligation under the agreement and these General Terms and Conditions, for which the customer will be deemed to be notified with the statement of the main account included in the package programme/ plan, provided or made available to the customer by the Bank on a durable medium, and the customer's liabilities to the Bank shall remain until their final repayment. The Bank has the right to unilaterally terminate an agreement for a package programme/ plan upon making a decision to terminate the offer of a particular type of a package programme/ plan, in case of impossibility for technical maintenance, in case of impossibility to ensure the use of the combination of products and/or services specified by the customer, or in case of another occurred circumstance, with a two months' written notice to the customer. The notice shall be given to the customer in accordance with the procedure provided for in item 40.
60. The Customer has the right to unsubscribe from the chosen package programme/terminate a plan by giving written notice to the Bank through submission of a Request for withdrawal/termination as per a sample template of the Bank and after paying all due fees and commissions.
61. Upon termination of a package programme/plan, the customer continues to use the products/services of the Bank included in the package programme/plan under the standard conditions of the Bank, in accordance with its Tariff and General Terms and Conditions for the respective products/services, unless the customer explicitly requests termination of the contractual relationship also for these products/services, or unless the Bank unilaterally, under the procedure provided for in its applicable General Terms and Conditions, terminates the legal relationship also for the respective products/services.
62. The Bank shall be entitled to collect all its due receivables from the customer, including those related to the settlement, in respect of the keeping and servicing the accounts subscribed to the package programme/plan and the transactions performed through them from the main module account and/or the other accounts of the customer held with the Bank, and in the event of insufficient funds on them—based on a statement of the debit account balance on the account/s as per the procedure foreseen in the Civil Procedure Code.
63. Payments from an account subscribed to the package programme/plan may be made up to the amount of the available funds on it, unless an overdraft has been agreed to it. Any payments exceeding the account balance or the authorized overdraft limit on the account shall constitute unauthorized overdraft and as such they shall be immediately due and payable, whereas the Bank shall be authorized to collect them from the other accounts of the customer held with it as per the procedure of an automatic correcting transfer.

## SECTION II: UTILITY AND PERIODIC PAYMENTS

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64. From the current account, one-time or periodic payments may be made for utility services for electricity, phones (landlines and mobile phones), cold and hot water, heating, gas supply, as well as other periodic payments (insurance premiums, rental payments, orders for transfers from account into account, incl. card account, etc.). One-time payments for utility services without an opened account shall be settled according to the instructions for cash-on-hand transfers (without an opened account) under section III Payment Services and Instruments.
65. For the purposes of providing the service the Bank maintains a list of suppliers. The Customer shall fill out and sign an Application for utility and periodic payments as per a template and provide up-to-date documents (notification, cash receipt, other documents) certifying the performing of a payment of the services used to the suppliers included in the list.
66. The Bank shall start paying the utility costs in the month following the month of receiving the Application.
67. 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.
68. The Customer shall receive information for the utility and periodic payments that were made by way of the statement of the account from which the respective utility/ periodic payments are made. The statement of the customer account shall contain information about all installments, payments and the available balance on the account and it shall be provided to the customer within the terms, scope and together with all the required requisites pursuant to the Payment Services and Payment Systems Act, Ordinance 3 of the Bulgarian National Bank 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments and the Tariff for the fees and commissions of the Bank for individuals and Interest Rate Bulletin of the Bank applicable as of the time of the statement.
- 68.1. The statements shall be provided in a way specified by the depositor or his/her proxy respectively.
- 68.2. The Depositor shall receive a monthly notification for all performed/ non-performed payments for the past month in accordance to the requested notifications way specified by him/her in the Application for utility and periodic payments

- 68.3.** The Bank shall edit the payment transaction only if the customer notified it without undue delay after s/he became aware of the unauthorized or incorrectly executed payment transaction, which gives rise to a claim, however, no later than 13 months after the date of the debiting of his/her account. The Customer shall be considered to have become aware of the unauthorized or incorrectly executed payment transaction no later than upon the receipt of information as per Art. 57, para. 1 or Art. 65, para. 1 of the Law on Payment Services and Payment Systems.
- 69.** By signing the Application for utility and periodic payments, the customer orders and agrees and the Bank accepts to perform operations from the main account indicated by him/her for a certain type of payment in the Application, opened and kept with it for performing utility and periodic payments within the terms and in conformity with the conditions set out in the Application. The Bank shall make the indicated payments up to the amount of the available funds and/or the agreed admissible excess amount above the residual (overdraft) on the customer account only if financial coverage is available on the account used for the utility payments, amounting to the due amount indicated by the provider of the utility services for the service paid via the bank and the bank charges which are due for the execution of the payment operation, the amount of which is defined in the Tariff for the fees and commissions of the Bank for individuals applicable as of the time of performing the operation.
- 70.** In case of insufficient funds on the main current account, the customer may indicate in the Application also another account/ other accounts - current, card or savings account(s), opened in BGN and/or foreign currency and kept with the Bank in his/her name, from which to provide additional funds to cover the shortage so as to make the payment and to collect the fees payable to the Bank. In case of providing of funds from a FX account (current or savings), the Bank shall make the payment by applying the officially announced by the Bank buy/sell exchange rates for bills payable in foreign currency on the day of the transaction.
- 71.** The Bank shall not be held responsible for any incorrect payment that results from wrong, inaccurate and/or missing information required to make the payment, where the responsibility for the providing such information lies with the provider of the utility services or the customer. In the above hypothesis, the responsibility for the incorrectly executed bank operation shall be at the risk and for account of the provider of the utility services and shall be sought directly by the customer through a direct claim in front of it. In case the respective payments for the indicated utility services are not made to a certain provider during the current month due to insufficient funds on the account(s) of the customer, including for covering the due receivables of the Bank for execution of the payment operation, the liability for the respective month shall be repaid directly by the customer (at a cash desk of the provider or via a bank transfer) outside the service for utility payments while the Bank shall be released of any obligations for making the utility payment and any responsibilities for its non-execution.
- 72.** 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.
- 73.** The Bank shall collect a fee for each utility/ periodic payment at the time of performing the operation. The amount of the due and payable fees is defined in the Tariff for the fees and commissions of the Bank for individuals valid for the period when the payment is made. By the signing of the Application, the customer provides his/her consent for the Bank to collect automatically its due fees from his/her account(s) indicated in the Application for performing utility/ periodic payments.
- 74.** 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.
- 75.** The Customer shall be entitled to define in the Application:
- 75.1.** a specific limit for the payment of a utility service in case the payment limit is feasible to the respective supplier. In case such a limit is not specified by the customer, the Bank shall make the utility payment in the amount of the received request from the provider;
- 75.2.** order of priority pursuant to which the Bank shall make the periodic payments. In case of lacking sufficient funds on the accounts of the customer, the Bank shall make payments to the providers for whom the customer has specified higher priority.
- 76.** The customer shall have the right to cancel the payment of the utility services indicated by him/her by giving one-month written notice, and of the periodic services - by giving 5-day written notice submitted to the Bank.

77. 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.
78. By signing of the Application for utility and periodic payments and in applying the present General Terms and Conditions, the customer explicitly and irrevocably agrees the Bank to transfer automatically the respective amounts on the accounts of the providers of utility services following the order of receipt of the information from the providers (a file or in some other agreed way) for the due amounts. By signing of the Application for utility and periodic payments the customer declares that s/he is acquainted with the present General Terms and Conditions and the Tariff for the fees and commissions of the Bank for individuals and accepts them completely in their respective version as of any time as long as the relations between the Bank and the customer regarding making utility and periodic payments exist.
79. 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.
80. The keeping of the accounts indicated by the customer in the Application for utility and periodic payments and the operations with them shall be carried out pursuant to the agreement for the respective account and the present General Terms and Conditions, regarding which the customer declares that s/he is acquainted with and accepts them completely in their respective version as of any time during the validity term of the agreement for opening and keeping of the customer account.

### SECTION III: PAYMENT SERVICES AND INSTRUMENTS

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

81. The Bank provides the following payment services:
- 81.1. services related to deposit of cash-on-hand on an account;
  - 81.2. services related to withdrawal of available cash from an account;
  - 81.3. 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;
    - 81.3.1. execution of direct debits, including one-off direct debits;
    - 81.3.2. execution of credit transfers;
      - 81.3.2.1. credit and periodic transfers for the country in BGN and intrabank transfers in BGN and foreign currency;
      - 81.3.2.2. credit and periodic transfers for foreign countries in BGN and foreign currency;
  - 81.4. execution of cash-on-hand transfers from individuals.

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

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

85. The depositor shall undertake not to disclose the names and the data of the persons with rights to perform transactions on his/her payment accounts and the data for access to the payment electronic channels, as well as not to allow any possibility for other persons who are not authorized by him/her as per this agreement and the legislation to initiate payment transactions on these accounts. Should the aforementioned obligation be breached, the risk and the responsibility for the consequences from the executed transactions shall be borne by the depositor.
86. 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.
87. The Bank shall make transfers provided all of the following requirements are met:
- 87.1. order or preliminary consent of the depositor signed by persons with rights for operating on the payment account of the ordering party or through a payment order drawn up in electronic form pursuant to the requirements of the applicable legislation and those of the Bank;
- 87.2. 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;
- 87.3. documents required pursuant to a legislative act, agreement to which the depositor is a party or other documents required by the Bank for execution of the respective transfer.
88. The Bank shall execute the payment order only if the ordered amount and the entitlements of the Bank according to item 87.2. 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.
89. 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.
90. The Bank shall ensure precise execution of the payment order received with it in observance of the following terms and conditions: the payment order shall not be in contradiction to the effective legislation, the applicable rules for payment and the terms and conditions under which the account is kept; it shall be accompanied by the documents required for its execution where such are required; it shall be drawn up together with all standard requisites; it shall contain the signature of a person/ persons with rights to operate under the account, whose signature laid outside the Bank corresponds to that laid in front of an employee of the Bank, or a specimen submitted in a notary certified form; upon ensured financial coverage by the depositor - payer, for the amount of the transaction and the fees and commissions payable to the Bank.
91. The Bank shall not be held responsible if in good faith and in accordance with the present General Terms and Conditions it has executed a payment transaction ordered to it in writing by a person/s whose signature/s on the payment order appear/s to correspond to the specimens of the persons with rights to operate on the account and which person/s on the grounds of unambiguous circumstances appear/s to be authorized to operate with the cash available on it. The risk and consequences from the execution of regular at first sight payment orders, which are counterfeit (inauthentic, with false content), or which are accompanied by counterfeit documents and declarations, result from failure to fulfill the depositor's obligations under item 84 above and shall be borne by the depositor
92. The Bank shall not be held responsible for the consequences and damages resulting from payment orders executed by it, which were incompletely, inaccurately or wrongly drawn up and/or for the execution/ non-execution of which there was a shortage of funds. The risk from such operations shall be borne by the payer.
93. The Bank shall not exercise control over the subject and/or the compliance of the transaction representing grounds for performing the transfer, unless the obligation for such control arises from an agreement, based on which the Bank has provided the amount of the transfer to the depositor, or from a legislative act. The Bank shall not be responsible for the common bank intermediation under transactions of its customers.
94. 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.

95. For execution of payment services in a foreign currency, the depositor shall present to the Bank all documents that are required pursuant to the Currency Law and Ordinance No. 28 of the Ministry of Finance and the Bulgarian National Bank on the Information and Documents Submitted to Payment Service Providers in Executing Third Party Cross-border Transfers and Payments and other applicable regulatory provisions.
96. In the absence of debit (expense) operations on a bank account for more than 12 (twelve) months, the Bank has the right to invalidate (restrict) the account for performing debit operations. The Bank shall provide/ make available to the depositor information on the invalidation of the account for carrying out debit operations through the Bank's electronic channels or upon a request submitted to the Bank, when the depositor does not use the Bank's services for electronic banking. The account is activated for debit operations after the depositor gives confirmation to the Bank at a cash desk of the Bank or by calling a service Bank branch. The confirmation can also be given by a duly authorized proxy of the depositor at a Bank's cash desk.

### 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.

97. The Bank shall credit the account of an intermediary or a provider of payment services to the recipient upon ordered credit transfers, or the account of the customer upon received credit transfers in accordance with the value dates indicated in Appendix 1, which is an integral part of the present General Terms and Conditions.
98. The payer may agree with the Bank preferential credit value dates as well (current value date), for which s/he shall pay the respective fee as per the Tariff for the Fees and Commissions of the Bank for Individuals.
99. The Bank shall accept credit transfers (ordered or received) for execution, with the following instructions regarding the charges, and more specifically:
  - 99.1. "Charges on the transaction are shared" - the Payer and the Beneficiary shall jointly pay the fees and commissions to the payment services provider of the Payer and to the payment services provider of the Beneficiary respectively by sharing them. In case of an ordered credit transfer, the bank charges shall be at the expense of the Payer, the charges of the other payment services providers (the payment services provider of the Beneficiary and the payment services providers – intermediaries) shall be at the expense of the Beneficiary. In case of a received credit transfer, the bank charges and the charges of the payment services providers – intermediaries shall be at the expense of the Beneficiary, and the charges of the payment services provider of the Payer shall be at the expense of the Payer. This applies to domestic (including intrabank) and cross-border transfers.
  - 99.2. "The charges on the transaction are at the expense of the Payer" ("OUR guaranteed") - the Payer shall not pay charges other than the fee for the transfer and the additional charge on the transfer for „OUR guaranteed“, defined in the Tariff of the Bank, in order to ensure the crediting of the amount specified by the Payer in the payment order on the Beneficiary's account. This option is not applicable in case of domestic payments and outbound cross-border payments within the European Economic Area.
  - 99.3. "All charges on the transaction, including those of the Payer's payment services provider, are the expense of the Beneficiary" – this instruction is not applicable in case of domestic payments and outbound cross-border payments within the European Economic Area. Received inbound transfers from a payment services provider having its seat within the European Economic Area with specified charges at the expense of the Beneficiary shall be processed automatically by the Bank as a received transfer with shared charges.
  - 99.4. The Bank shall accept for execution local (including intrabank) payment orders and orders for outbound cross-border transfers within the European Economic Area only with the instruction "Charges on the transaction are shared".
  - 99.5. The Bank shall accept for execution inbound cross-border credit transfers from other payment services providers in favor of its clients with the following instruction: "All charges on the transaction, including those of the Payer's payment services provider, shall be at the expense of the Beneficiary", without being liable for the amount of fees and commissions withheld by other payment services providers involved in the payment chain.
100. Payment orders in a currency other than the currency of the payment account shall be processed applying the announced buy/sell exchange rates of the Bank, cash-on-hand/on-account respectively, that are valid for the day of the transaction, while for amounts exceeding EUR 10,000, or its equivalent in BGN or another currency, the Customer may negotiate a preferential exchange rate. Information for the exchange rates of the Bank may be obtained by the customer at the Bank's teller desks, on its website or from the e-banking channels.

101. The Bank may provide in case of payment of an additional fee the application of special conditions for processing the transfer.
102. The Bank shall not be obliged to credit the payment account of the recipient before the funds, subject of the credit transfer, are received on its account.
103. 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.
104. In processing payment orders outside the country the Bank shall have the right to:
  - 104.1. perform on behalf of the ordering party a translation of requisites in case the customer has not prepared them in English.
  - 104.2. compile the electronic order to the provider of the beneficiary in accordance with the requirements of the provider of the beneficiary and/or the legislation of the respective country, (as far as known to the Bank), and within the instructions of the customer.
105. The Bank shall execute cash-on-hand transactions (without an opened account) within the country in national currency and intrabank transactions in national and foreign currency by order of individuals in accordance with the terms for execution of paper-based payment orders that are indicated in Appendix 1 to the present General Terms and Conditions. In such cases, the debit value date shall be the time of receipt of the available amount of the cash-on-hand transfer after the payment of the respective charges of the Bank pursuant to the Tariff for the fees and commissions of the Bank for individuals.
106. 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.
107. In case an executed cash-on-hand transaction is returned by the bank of the recipient due to a certain reason, the Bank shall inform the Payer by a notice sent to the address indicated by him /her. The returned cash transfer shall be kept with the Bank for a period of no more than 5 years.

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

108. 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:
  - 108.1. The Payer has provided preliminary consent for direct debiting as per a template in the branch where his/her account is kept, whereas s/he must have indicated the amount up to which a request for payment may be executed. The Payer shall send to the recipient of the transfer a copy of the consent;
  - 108.2. 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;
  - 108.3. The requirements for making the payment have been met where such are indicated in the consent for direct debiting.
109. In case the Payer has specified conditions for the execution of the direct debit, the Bank shall make a payment under an order for direct debit only after making a purely formal check at first sight for the compliance of the submitted documents and the required documents as per the requirements for the transfer and the execution of the set requirements.
110. In case the order for direct debit is not executed on the date indicated for execution due to non-fulfillment of the requirements set out in art. 108, the Bank shall retain the order for direct debit up to 5 (five) business days from the date of receipt of the order for direct debit, or from the date for execution if it is different from the first one. Should during this period the requirements set out in art. 108 not be fulfilled at the same time, the Bank shall refuse to execute the order for direct debit and it shall inform the payment service provider of the recipient about it.
111. The Bank shall perform direct debit payment transactions provided the order for direct debit contains clear and unambiguous requirements and parameters necessary for their execution.

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

112. The Bank shall have the right to refuse to execute a payment order in the following cases:
- 112.1. If the depositor has submitted payment documents, which are not drawn up in proper form and/or do not contain all required standard requisites necessary for the execution of the order, i.e. there is missing, incomplete or inaccurate data;
  - 112.2. The depositor has not provided on the date of execution of the payment transaction financial coverage for the amount of the transfer and for the due and payable fees and commissions to the Bank and the other participants in the payment process;
  - 112.3. 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.
113. By signing the agreement for opening, keeping and closing an account, the depositor shall confirm that s/he accepts the present General Terms and Conditions and s/he has been informed about the cases in which the Bank shall refuse to execute a payment order, whereas the depositor shall owe to the Bank a fee for processing of the payment documents pursuant to the Tariff for the fees and commissions of the Bank. The Customer shall owe a fee for adjustment/change pursuant to the Tariffs for the fees and commissions of the Bank for each change that is made to the payment orders and documents submitted by him/her until the date of their entering for execution.
114. The Depositor shall have the right to order again the same payment transaction as per the procedure defined in the applicable legislation and the present General Terms and Conditions by submitting new payment documents consisting all the standard requisites and at a time when sufficient coverage may be provided for the amount of the transfer together with the fees and commissions due and payable to the Bank.

## **VI. IRREVOCABLE PAYMENT ORDER**

115. The Depositor may not cancel the payment order after its receipt by the Bank.
116. A payment order, which has been accepted by the Bank, may be canceled by the depositor only in the following cases:
- 115.1 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;
  - 115.2 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.
117. After the expiry of the deadlines defined in art. 116.1 and 116.2, but in any case no later than the date of crediting the account of the recipient, the payment order may be canceled only in case this was agreed upfront between the depositor and the Bank, where upon direct debiting the consent of the recipient shall be requested as well.
118. The depositor may cancel the execution of payment order by way of submitting a written notice to the Bank before the execution of payment order has started.
119. Upon cancellation of a payment order, the depositor shall owe a fee for cancellation of a transfer order pursuant to the Tariff for the fees and commissions of the Bank for individuals

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

120. The Bank shall have the right to make an automatic correcting transfer from the account of the depositor in the cases provided for by current law.
121. The automatic correcting transfer shall be in an amount that restores the payment account to the condition in which it would have been before the execution of the wrongly performed operation.
122. By signing the agreement for opening, keeping and closing an account, the depositor authorizes the Bank to block the depositor's use of a payment instrument for objective reasons related to the security of the payment instrument, to a doubt of an unauthorized use of a payment instrument, to use of the payment instrument for fraud purposes or to a significantly high risk for the payer to not be able to fulfill his/her payment obligation - in case of payment instruments related to loan providing.

## **SECTION IV: GENERAL PROVISIONS, BANK SECRECY AND DEPOSITS**

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123. Information about the transactions and the cash available on the accounts pursuant to the statutory procedure shall be provided only to the Depositors and/or to a person explicitly authorized by them by virtue of a power of attorney with signature certification (or certified pursuant to another procedure stipulated in the effective legislation) as well as to the competent authorities in observance of the statutory procedure.
124. 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.
125. The amounts of deposits of the depositor in the Bank are guaranteed up to BGN 196,000.
126. No guarantee is provided:
- 126.1. to persons who have acquired deposit rights as a result of arrangements made with the deposit after the date of issue of a decision under Article 20 (1) of the Bank Deposit Guarantee Act.
  - 126.2. deposits arising from or related to transactions or acts constituting money laundering within the meaning of Article 2 of the Measures against Money Laundering or Terrorist Financing Act within the meaning of the Measures against Terrorist Financing Act, established by a final judgment.
127. Deposits the holder of which has not been identified under Chapter Two, Section V of the Measures against Money Laundering Act shall not be paid at the date of issue of a decision under Article 20 (1) of the Bank Deposit Guarantee Act.
128. 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 was credited to an account of the depositor, or from the time when the depositor acquired the right to make arrangements with the deposit amount:
- 128.1. deposits of individuals which have arisen as a result of real estate transactions for housing needs;
  - 128.2. deposits of individuals arising as a result of paid amounts on the occasion of marriage or dissolution of marriage, termination of employment or termination of a civil-service relationship, disability or death;
  - 128.3. deposits arising as a result of insurance or social security payments or the payment of indemnity for damage caused by criminal offences or from an overturned sentence.
129. The deposits under item 128 are not part of the calculation of the total amount of the liability of the Bank to one depositor pursuant to Article 12 of the Bank Deposit Guarantee Act within the three-month period indicated in item 128.
130. The Bulgarian Deposit Insurance Fund shall repay the guaranteed amounts of the deposited funds through a commercial bank determined by its management board in accordance with the terms and conditions laid down by law.

## SECTION V: PREVENTION AND CONTROL

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131. UniCredit Bulbank AD does not open and keep accounts, does not accept payments and execute ordered transactions under and from opened accounts, respectively, intended for accumulation of amounts for offers sent to a non-defined specifically group of persons, not requested commercial messages and offers which terms and conditions allow the counterclaim not to be realized and/or are grounded on a random principle and/or aim at using disloyal and/or deceiving, aggressive, unfair trade practices and activities and results prohibited by the law and/or money laundering and/or terrorism financing and/or exercising a different types of fraud and misuse of the trust and confidence of UniCredit Bulbank AD as a servicing bank and/or threaten the reputation of the bank and/or the bank system.
132. The Bank does not execute ordered transactions from customers in favour of persons on whom a sanction regime is imposed for payment of liabilities in accordance with the officially accepted rules and procedure for this, when there are imposed internal or international sanctions/bans for payment, the realization of which breaches the accepted restrictions as the consequences of conducting such transactions stipulated in the restriction framework shall remain entirely at the risk, responsibility and for the account of the Customer who is the ordering party.
133. In case any violation of the prohibitions for carrying out the transactions stipulated in item 131 and item 132 through the depositor's fault, the bank shall immediately block his/her accounts with so that no ordering payment transactions (receipt and/or ordering) can be carried out.

134. The incoming transfers shall be refunded to the ordering party through the ordering party's bank. Payment orders shall not be accepted for execution. The bank has the right to collect the fees and commissions for maintaining the blocked accounts through direct debit from the balances of those accounts until it receives an order from the depositor for closing his/her accounts with the bank, specifying the way the depositor wants to receive the remaining balance on those accounts.
135. The Bank shall notify the depositor of the established breach of the prohibitions specified in these GTC in respect of transactions on his/her bank accounts (acceptance and ordering of payments through unauthorized payment transactions) and the blocking of these accounts with it, in accordance with the provisions of item 133, under the procedure of item 40.
136. The depositor shall order the closing of his/her bank accounts with the Bank within three days from the date of the notification pursuant to item 135, specifying in what method s/he wants to receive the balance on them after the receivables which are due and payable by the depositor to the Bank are deducted. In case of a distraint imposed on a bank account with available funds, the account shall be closed after the completion of the execution/collateral proceedings, with the due cancellation of the distraint by the authority which has imposed it. The available funds shall be transferred/paid to the depositor in the method s/he has specified after the execution of the distraint provided that there is one.
137. The depositor shall declare before the Bank any circumstances defining the country in which s/he is a resident for tax purposes. The term "resident of a country for tax purposes" shall mean any person who in accordance with the legislation of a country is subject to taxation in this country due to his/her residence, location and any other criteria of such nature. If the data declared by the depositor is not absolutely identical to the data shown on the person's identity document, the Bank can request the signing of additional documents attesting to the circumstances declared by the depositor.
138. If the depositor refuses to or is not able to conclusively prove its taxation status, the Bank can provide data about the person and his/her assets to third parties in accordance with the effective legislation for which the depositor shall grant his/her consent.

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

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139. In case the depositor has any objections concerning the execution of a particular payment service, s/he may submit a written complaint to the Bank and the latter shall examine the complaint and inform the depositor of its opinion within a 15 business days period from its submitting. As an exception, in case the Bank cannot give its opinion within the aforesaid term because of reasons that are beyond its control, the bank shall send a reply to the depositor in which it shall state the reasons for the delay and the term within which the depositor will receive a decision on the complaint. In any case the term for receiving a decision cannot exceed 35 business days.
140. In case the Bank does not give its opinion within the term defined under the preceding item or if the depositor is not satisfied with its decision, the dispute may be referred for examination to the Arbitration Committee for payment disputes to the Consumer Protection Commission.
141. The depositor shall be bound by the changes to the present General Terms and Conditions, unless before they take effect s/he informs the Bank in writing that s/he does not accept them. In case the customer does not agree with the proposed changes, s/he shall have the right to terminate the Account Agreement before the changes take effect.
142. By virtue of the legal fact of account opening, the depositor shall agree with these General Terms and Conditions and confirm that s/he has voluntarily provided his/her personal data and the data of the persons authorized by him/her for achieving the purposes and the relations stipulated in these General Terms and Conditions. The Depositor agreeing and authorizing the bank to provide information which is bank secrecy of the Depositor and the authorized persons to its lawyers, accountants, auditors and other external consultants and persons working for the bank, such as its partners, proxies, contractors, intermediaries or otherwise, as well as to other financial, commercial and administrative institutions in Bulgaria and abroad, including in the cases where they belong to the same banking group or to persons related to the bank pursuant to the applicable legislation.
143. Within the scope of the provisions of the present General Terms and Conditions, the Bank shall have the right to change unilaterally the Tariff for the fees and commissions for individuals and the Interest Rate Bulletin of the Bank, whereas it shall inform the depositor about them by way of putting messages in the branches of the Bank as well as by publishing those changes on the website of the Bank.
144. The Bank reserves its right to amend the present General Terms and Conditions, , whereas announcing the amended terms and conditions in the bank branches, where every depositor may obtain them, as well as by publishing them on the website of the Bank.
145. For any changes in chapter III: Payment services and instruments from the present GTC, the Bank shall inform the depositor within a period no less than 2 months prior to the date on which the changes shall take effect through messages in the branches of UniCredit Bulbank AD, as well as by publishing the changes on the website of the Bank. Information about the foreseen changes may be obtained by the depositor on paper upon request at the teller desks of the Bank.
146. Upon amendment of the present General Terms and Conditions, they shall remain valid and shall preserve and continue their effect for the established state of legal relations in their latest version.

- 147.** The present General Terms and Conditions have been drawn up on the grounds of Article 57 of the Credit Institutions Act and Article 298 of the Commerce Act, they were adopted by the Management Board of the Bank by virtue of a decision as per Minutes No. 28 dated 29.06.2010, they were updated as per a decision of the Management Board of the Bank according to Minutes No 66 dated 25.11.2020 and they took effect from 01.02.2021, they were updated as per a decision of the Management Board of the Bank according to Minutes No 73 dated 23.12.2020 and they took effect from 30.12.2020, they were updated as per a decision of the Management Board of the Bank according to Minutes No 29 dated 23.06.2021 and they took effect from 25.08.2021, they were updated as per a decision of the Management Board of the Bank according to Minutes No 57 dated 01.12.2021 and they took effect from 02.12.2021, they were updated as per a decision of the Management Board of the Bank according to Minutes No 8 dated 23.02.2022 and they took effect from 24.02.2022, they were updated as per a decision of the Management Board of the Bank according to Minutes No 39 dated 28.09.2022 and they took effect from 06.12.2022, they were updated as per a decision of the Management Board of the Bank according to Minutes No 26 dated 25.05.2023 and they took effect from 01.06.2023, they were updated as per a decision of the Management Board of the Bank according to Minutes No 45 dated 24.08.2023 and they took effect from 04.09.2023. The GTC shall be an implicitly inherent and integral part of each Agreement concluded by the Bank, which refers to the present GTC, and they shall be considered in their integrity as one integrated document and shall be applied unless otherwise agreed in the individual Agreement.
- 148.** In case of any discrepancy between the provisions of the Agreement for a bank account and the present GTC, the provisions of the relevant Agreement shall apply.
- 149.** Any relations between the depositor and the bank which are not settled in these General Terms and Conditions or the account agreement shall be settled in accordance with the Payment Services and Payment Systems Act, Ordinance No. 3 of the BNB of 18/04/2018 on the Terms and Procedure for Opening Payment Accounts, Execution of Payment Transactions and Use of Payment Instruments as well as pursuant to any other applicable regulations of the Bulgarian legislation.

## Appendix 1

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

Transfers in national currency:					
Channel:	Payment system:	Term for submission/acceptance of the order <sup>2</sup>	Completion date	Debit value date (for the account of the Sender)	Credit value date (for the account of the recipient)
E-channel <sup>3,5</sup>	BISERA budget/SEBRA	until 15:00 h.	Same business day	Same business day	Same business day
		After 20:00 h.	Next business day	Next business day	Next business day
	BISERA credit transfers	until 19:30 h.	Same business day	Same business day	Same business day
		After 19:30 h.	Same business day	Same business day	Next business day
	RINGS	until 15:30 h.	Same business day	Same business day	Same business day
		after 15:30 h.	Next business day	Next business day	Next business day
	Intrabank transfers	until 21:00 h.	Same business day	Same business day	Same business day
		after 21:00 h.	Next business day	Next business day	Next business day
On paper	BISERA/SEBRA	until 13:00 h.	Same business day	Same business day	Same business day

		until <b>16:30</b> h.	Same business day	Same business day	Next business day
		after <b>16:30</b> h.	Next business day	Next business day	Next business day
	<b>RINGS</b>	until <b>14:30</b> h.	Same business day	Same business day	Same business day
	<b>Intrabank transfers</b>	until <b>18:00</b> h.	Same business day	Same business day	Same business day
		after <b>18:00</b> h.	Next business day	Next business day	Next business day

### Transfers in foreign currency ordered with TOM value date

<b>CHANNEL:</b>	<b>Payment system:</b>	<b>Term for submission of the order <sup>2,4</sup></b>	<b>Completion date</b>	<b>Debit value date (for the account of the Sender)</b>	<b>Value date at the correspondent bank</b>
E-channel <sup>3,5</sup>	<b>SWIFT</b>	until <b>17:00</b> h.	Same business day (D)	Same business day (D)	Next business day (D+1)
	<b>For another bank in the country or abroad</b>	after <b>17:00</b> h.	Next business day (D+1)	Next business day (D+1)	The second business day after the day of submission (D+2)
On paper	<b>SWIFT</b>	until <b>15:00</b> h.	Same business day (D)	Same business day (D)	Next business day (D+1)
	<b>For another bank in the country or abroad</b>	after <b>15:00</b> h. ****	Next business day (D+1)	Next business day (D+1)	The second business day after the day of submission (D+2)

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

<b>CHANNEL:</b>	<b>Payment system:</b>	<b>Term for submission of the order</b>	<b>Completion date</b>	<b>Debit value date (for the account of the Sender)</b>	<b>Value date at the correspondent bank</b>
E-channel <sup>3,5</sup>	<b>SWIFT</b> <b>For another bank in the country or abroad</b>	For USD, CAD, EUR and GBP until <b>17:00</b> h <sup>6</sup>	Same business day (D)	Same business day (D)	Same business day (D)
		For all other currencies until <b>15:00</b> h. <sup>6,7</sup>			
		For USD, CAD, EUR and GBP after <b>17:00</b> h <sup>6</sup>	Next business day (D+1)	Next business day (D+1)	Next business day (D+1)
		For all other currencies after <b>15:00</b> h. <sup>6,7</sup>			
	<b>Intrabank transfers</b>	until <b>21:00</b> h. <sup>3</sup>	Same business day (D)	Same business day (D)	
		after <b>21:00</b> h.	Next business day (D+1)	Next business day (D+1)	
On paper	<b>SWIFT</b> <b>For another bank in the country or abroad</b>	until <b>15:00</b> h. <sup>6,7</sup>	Same business day (D)	Same business day (D)	Same business day (D)
		after <b>15:00</b> h. <sup>6,7</sup>	Next business day (D+1)	Next business day (D+1)	Next business day (D+1)
	<b>Intrabank transfers</b>	until <b>16:30</b> h.	Same business day (D)	Same business day (D)	

		after 16:30 h.	Next business day (D+1)	Next business day (D+1)	
<b>Note: The times for execution are not guaranteed in case of agreed customized processing of outgoing cross-border credit transfer and transfer in foreign currency.</b>					

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:			
Payment system:	Term of receiving the order	Date of execution	Credit value date (for the account of the recipient)
BISERA budget/SEBRA	until 18:00 h.	Same business day	Same business day
BISERA credit transfers	until 20:00 h.	Same business day	Same business day
RINGS	until 16:00 h.	Same business day	Same business day
Intrabank transfers	until 21:00 h.	Same business day	Same business day

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

1.	For the 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 for payments which the system has not blocked for the detection of unauthorized or fraudulent payment transactions and there is enough balance on the account.
2.	The time for submission/acceptance in the e-channels is determined by the time of importing the orders in BIS.
3.	The orders sent via an e-channel after the working hours of the Bank (depending on the type of payment and the channel used) shall be considered accepted by the Bank on the next business day.
4.	On the condition that the cost-proving documents under Ordinance 28 of the Ministry of Finance and BNB on the Information and Documents Submitted to Payment Service Providers in Executing Third Party Cross-border Transfers and Payments when they are needed, have been provided within the working hours for acceptance of foreign currency orders.

5.	They are accepted with a future date of execution.
6.	The Bank shall preserve its right to change the value date from SD to TOM in case the working hours for acceptance of transfers have expired for the correspondent bank as at the date of execution of the client order in the Bank.
7.	Due to the time difference payments with value date SD in JPY, AUD, CNY shall not be executed, payments with value date TOM shall be executed with value date of the Beneficiary D+2. As per the business opportunities of the correspondent bank value date D+1 may apply.
8.	The time for execution of orders for cross-border credit transfers are not guaranteed in case of <u>agreed customized processing of outgoing cross-border transfer in foreign currency</u> .
9.	In case of transfers being subject to automatic processing For the other orders the end time for current processing is 17:00 h.
10	The Bank executes Immediate Transfers /Blink/ through an electronic channel – 24/7. The Bank shall not be liable if the payee's payment service provider is unavailable through the Immediate Payments System.

Appendix 2

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

<b>User of payment services</b>	An individual or a legal entity that uses a payment service in his/her/its capacity as a Payer or a recipient, or both.
<b>Recipient</b>	An individual or a legal entity defined as the end recipient of funds, which are subject to a payment operation.
<b>User</b>	An individual, user of a payment service, which by virtue of agreements for providing of payment services performs an activity different from his/her commercial or professional activity.
<b>Business day</b>	The day on which the respective Bank of the payer or of the recipient, which participate in the execution of the payment operation, exercises an activity, necessary for the fulfillment of the payment transaction.