



**GENERAL TERMS AND CONDITIONS FOR OPENING, SERVICING AND CLOSING BANK ACCOUNTS AND THE “BUSINESS LEADER” PACKAGE  
PROGRAMME OF LEGAL ENTITIES AND SOLE TRADERS AND FOR THE PROVISION OF PAYMENT SERVICES**

of Unicredit Bulbank AD, entered in the Commercial Register with the Registry Agency under UIC 831919536, with registered seat and management address: 7 Sveta Nedelya Sq., Vazrazhdane District, City of Sofia, website: www.unicreditbulbank.bg, licensed for banking activity under the supervision of the Bulgarian National Bank based on Order № ПД 22-2249/16.11.2009 of the Governor of the Bulgarian National Bank.

**SECTION I. GENERAL PROVISIONS**

1. These General Terms and Conditions for opening, servicing and closing bank accounts and the “Business Leader” package programme of legal entities and sole traders and for providing payment services, hereinafter referred to as the General Terms and Conditions, shall govern the relations between UniCredit Bulbank AD (the Bank) and its Clients (as defined herein below) concerning the opening, keeping, servicing, execution of payment transactions and closing bank accounts and the “Business Leader” package programme and the provision of payment services and transaction by the Bank from and on Payment Accounts in accordance with the requirements under the Payment Services and Payment Systems Act (PSPSA) and its implementing regulations.
2. These General Terms and Conditions shall be binding and an integral part of every agreement concluded between the Bank and a Client concerning the opening, servicing and closing of bank account and the “Business Leader” package programme (Agreement) and shall be have legal effect and consequences of a framework agreement for payment services within the meaning of the PSPSA for payment transactions, which are executed from and/or on bank accounts opened and held with the Bank.

**SECTION II. DEFINITIONS**

The words and phrases used in the General Terms and Conditions shall have the following meaning:

<b>Clients</b>	Legal entities, sole traders, cooperatives, public-financed enterprises, companies under the Obligations and Contracts Act, foreign legal entities, foreign dealerships, persons that use the services of the Bank in their capacity as persons engaged in a liberal profession, including but not limited to craftsmen, agricultural producers or persons providing hotel services, and any other persons that are not consumers pursuant to the Law on Payment Services and Payment Systems and the Consumer Protection Act.
<b>Bank Account</b>	A client account opened and held with the bank. A bank account is every Payment Account opened and kept with the bank as well as every account opened and kept with the bank whose only purpose is to keep the funds and from and on which only one-off payment transactions are executed - for opening and for closing the account.
<b>Direct Debit</b>	A payment service of debiting the Payment account of the Payer, when the Payment transaction is executed on initiative of the Beneficiary based on the consent given by the Payer to the Beneficiary, of the Beneficiary's bank or of the Payer's bank.
<b>Credit Transfer</b>	National or cross-border payment service for booking of a payment account of the payee with one or more payment transactions executed, from a payment account of the payer, by the payment service provider of the payer, where the payment account of the payer is kept, on the basis of payment order provided by the payer.
<b>Cash-on-hand transfer</b>	A payment service by means of which funds are provided to the Payer without opening accounts in his/her name or in the name of the Beneficiary with the sole purpose of transferring the respective amount to the Beneficiary or to any other provider of payment services acting on behalf of the Beneficiary and/or when these funds are received on behalf of the Beneficiary and are at his/her disposal.
<b>Payment Transaction</b>	An action initiated by the Payer or the Beneficiary, of deposit, transfer or withdrawal of cash on hand regardless of the principal legal relations between the Payer and the Beneficiary.
<b>Payment Account</b>	An account held in the name of one or more payment services users, which is used for executing payment transactions. Payment accounts, which are opened with the Bank, can be used for payment services and for keeping funds as a result of which a minimum amount of funds may be required to be kept in them. Agreements on payment accounts shall be concluded with no limit in validity.
<b>Payment Order</b>	Every order submitted by the Payer or the Beneficiary to a provider of payment services, used for ordering the execution of a Payment Transaction.
<b>Payer</b>	An individual or a legal entity who/which is a holder of a Payment Account and orders the execution of a Payment Order on this account and when there is no Payment Account - an individual or a legal entity who/which provides a Payment Order.

<b>User of payment services</b>	An individual or a legal entity, which uses a payment service in his/her/its capacity of a Payer or a Beneficiary, or both.
<b>Beneficiary</b>	An individual or a legal entity specified as the end recipient of funds, which are the subject matter of a payment transaction.
<b>Business day</b>	The day on which the respective Bank of the Payer or of the Beneficiary, which are involved in the execution of the Payment Transaction, carry out the activity necessary for the execution of the payment transaction.
<b>Beneficial Owner</b>	Shall have the meaning given to this expression in para.2 of the Supplementary Provisions of the Law on Measures against Money Laundering (LMML).

### **SECTION III. OPENING OF BANK ACCOUNTS. PERFORMING CLIENT IDENTIFICATION. IDENTIFICATION OF THE BENEFICIAL OWNERS OF A CLIENT. CLOSING BANK ACCOUNTS.**

3. The Bank shall open and service bank accounts in BGN and foreign currency of Clients as follows:

**3.1.** Current accounts - for keeping funds payable at sight without any notice from the account holder to the bank and for execution of payment transactions for depositing, transfer and withdrawal of funds;

**3.2.** Deposit accounts - for keeping cash, payable on a specified date (maturity), or under other pre-agreed terms and conditions for payment. The procedures for opening, keeping, servicing and closing a deposit account of a Client with the Bank are described in Section III A. from the present General Terms and Conditions;

**3.3.** Accounts of public-financed enterprises - for keeping funds of public-financed enterprises (legal entities whose budgets are included into the state budget, the budgets of municipalities, the budgets of social insurance funds as well as any other legal entities whose funds, proceeds and payments are included into the consolidated fiscal programme) and for making payments from the budget of the relevant public-financed enterprise, from funds from the European Union pursuant to Art.8 of the Public Finance Act (PFA), from external funds pursuant to Art.9 of the PFA and administrators of public receivables;

**3.4.** Fund-raising accounts - for keeping of funds provided for the incorporation or for the increase of the capital of a joint-stock company (AD), single-member joint-stock company (EAD) and limited partnership with a share capital (KDA) in accordance with and pursuant to the conditions of the Commerce Act and other relevant regulations;

**3.5.** Accounts for keeping capital/donation – for keeping of funds provided for the incorporation or for the increase of the capital of a limited liability company (OOD) or a single-member limited liability company (EOOD) or for providing donations in favour of a foundation which is in process of incorporation;

**3.6.** Letters of credit accounts – for keeping of funds provided for the Client's payment to a third party which has the right to receive when the conditions specified at the time of issuing a letter of credit are met;

**3.7.** Liquidation accounts - for keeping of funds of local persons declared to be in liquidation in accordance with and pursuant to the conditions of the Commerce Act and other relevant regulations;

**3.8.** Insolvency accounts – for keeping of funds of persons against whom insolvency proceedings have been initiated in accordance with and pursuant to the conditions of the Commerce Act and other relevant regulations;

**3.9.** Other types of accounts, which are serviced under terms and conditions specified in an agreement.

4. Each bank account shall be opened by the Client through his/her legal representatives or through persons authorized by them, after the submission of a completed and signed written application as per a sample form of the Bank ("Application") and once the Bank has completed the identification of the Client and its beneficial owner/s.

4.1. For the Client identifications checks, for opening a Bank Account, the Client shall present to the Bank the following documents and information:

4.1.1. Unified Identification Code (UIC) or a BULSTAT code;

4.1.2. A copy of valid Articles of Association/ Memorandum of Association/ Deed of Incorporation/ other instrument of incorporation of the Client, certified as a true copy with the signature of its representative/s;

4.1.3. Original/s of official document/s certifying the registration and the current standing of the circumstances entered for the Client, issued by the competent authority according to its national legislation, by which, together with the circumstances entered in regard of the name, the legal form, seat, management and mailing address, the current subject of activity, the period of existence, the control bodies, the management and representative bodies, the type and composition of the collective management body, the ownership and control structure, the main place of business, certifying the persons that manage and represent it and the method of exercising their powers of representation;

4.1.4. An original power of attorney, if any, whereby the person/persons managing and representing the Client authorize another person/s to operate with the funds available on the account on behalf of the Client. The authorizing person's signature shall be affixed in the presence of a person authorized by the Bank for this or shall be certified by a notary public;



- 4.1.5.** Certified copies of official identity documents and, if applicable, certified copies of other official personal documents of the beneficial owners and the persons having the right to operate with the funds available on the bank account. These documents contain the following information: full name; date and place of birth; official personal identification number or other unique identification element shown on an official identity document/other 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);
- 4.1.6.** Original specimens of the signatures of the persons who have the right to operate with the funds available on the bank account. The signatures of those persons shall be affixed in the presence of a bank employee and shall be certified by a notary;
- 4.1.7.** Copies of permits and licenses for carrying out business, certified with the signature of the representative, where the business carried out by the Client is subject to authorization and/or licensing.
- 4.1.8.** Properly completed questionnaires and/or declarations as per a sample form of the Bank or such envisaged in an applicable regulation, signed by persons who have been authorized accordingly.
- 4.2.** In addition to the provisions under item 4.1 above, for opening a liquidation account of a local person, the following shall be attached to the Application:
- 4.2.1.** A copy of the document declaring the liquidation, certified by the authority which issued it;
- 4.2.2.** A copy of the document for the appointment of the liquidators, certified by the authority which has appointed them;
- 4.2.3.** A certificate issued by the competent registration authority, certifying the facts pursuant to items 4.2.1 and 4.2.2;
- 4.2.4.** Specimens of the liquidators' signatures, similarly to the specimens pursuant to item 4.1.6 and a copy of their identity documents, with the content referred in item 4.1.5., certified by them.
- 4.3.** In addition to the provisions under item 4.1 above, the following documents shall also be enclosed to the Application for opening a special account for keeping funds of a local person, against whom insolvency proceedings have been opened:
- 4.3.1.** A copy of the court judgment on the initiation of insolvency proceedings and on the appointment of a receiver;
- 4.3.2.** A certificate issued by the competent registration authority, certifying the facts pursuant to item 4.3.1;
- 4.3.3.** A specimen of the receiver's signature, similarly to the specimens pursuant to item 4.1.6 and a copy of his/her identity document with the content referred in item 4.1.5., certified by it.
- 4.4.** For opening a bank account of a public-financed organization, the Client – public-financed organization shall also submit with the Application the following:
- 4.4.1.** the relevant law, regulation, order on its incorporation;
- 4.4.2.** Written authorization by a senior person ordering transactions with funds from the state budget (for first-ranked persons ordering transaction with funds from the state budget - from the Ministry of Finance), specifying the type of account and the method of management and ordering;
- 4.4.3.** A letter of notification to the Client-person ordering transactions with funds from the state budget, requesting the opening of a bank account which needs to contain a code of the person ordering transaction, code of subordination, code of the Ministry of Finance and code of the municipality which shall be approved by the Ministry of Finance;
- 4.4.4.** Employment order/ employment contract of the manager and representative of the Client-person ordering transactions with funds from the state budget; if the employment order/ employment contract constitutes classified information, a letter quoting the order/employment contract is required.
- 4.4.5.** The documents referred in items 4.1.4-4.1.6. above.
- 4.5.** The persons that are entered in the Commercial Register and the Register for Non-profit Legal Entities with the Registry Agency are not obliged to provide the documents referred in item 4.1.2. and item 4.1.3.
- 4.6.** The identification of a Client which is a legal person or other legal entity includes also identification and verification of the identity of its beneficial owner/s. The Bank has the right to request and the Client is obliged to provide to it information and documents (including, but not limited to, completed questionnaires and/or declarations as per a sample form of the Bank or such envisaged in an applicable regulation) about the Beneficial Owner/s of the Client, the persons (individuals and legal entities) and the establishments with direct or indirect participation in its capital or assets, the ownership and control structure, the countries where its Beneficial Owner is a resident for tax purposes, the purpose and nature of the relations with the bank, etc.
- 4.7.** The Bank has the right to:
- 4.7.1.** Verify the identification data of the Client, of the persons (individuals and legal entities) and the establishments with direct or indirect participation in its capital or property and of its beneficial owner/s;
- 4.7.2.** Require any other necessary documents and information when business relations are about to be established or have been established with the Client in order to ensure meeting its obligations under the Law on Measures against Money Laundering (LMML) and the rest of the applicable legislative requirements, including but not limited to identification of the origin of the funds and source of assets (where applicable) of the Client and the Client is obliged to provide the requested information and documents;
- 4.7.3.** Check all data, information and documents provided by the Client at all times using independent sources and require that the Client shall provide to it additional information and documents;
- 4.7.4.** At any time, at its own discretion, to require information and documents for the purpose of opening, servicing, performing operations from or on and/or the closing of a Bank Account, including but not limited to information and documents regarding the Client, its Beneficial Owner/s and the persons



(individuals and legal entities) and the establishments with direct or indirect participation in its capital or assets, the ownership and control structure, the countries where the Client/ its Beneficial Owner is a resident for tax purposes, the purpose and nature of the relations with the bank, etc. and the Client shall be obliged to provide the required information and documents;

**4.7.5.** Store the data, information and documents referred in item 4 and disclose them in accordance with the applicable law and the General Terms and Conditions, about which the Client has been notified of and agrees with those.

**4.7.6.** In case of an established business relationship with the Client, with a view to the Bank's right to request other necessary documents and information in relation to subsequent (regular) identification and verification of the identification of the Client, including but not limited to the identification and verification of the identification of its beneficial owner/s, including but not limited to the identification of representatives and/or proxies of the Client, and/or the structure of its capital, as well as related to opening, servicing, performing transactions from or to, and/or closing a bank account of the Client, the Bank may request based on its own judgment the submission of documents and information also by an electronic statement, sent to the e-mail address/es (e-mail of the Client) indicated by the Client in the Request and/or other document/s provided to the Bank, and/or the last e-mail address specified on the account of the Client in a public/official register, and/or made in the profile of the Client in the channels of the Bank for electronic banking, and/or through the use of other permanent media.

**4.8.** When opening accounts with other special purpose, it is necessary to present documents verifying the need to open such type of account.

**5.** The documents referred in item 4, issued by a public authority or certified by a legally capable foreign notary public shall have an Apostille affixed thereto if issued or certified respectively in a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (published in the State Gazette 45/ 2001) or in accordance with an effective agreement on legal assistance between the Republic of Bulgaria and the country where the documents were issued/certified or certified pursuant to the Rules for legalization, certification and translation of documents and other papers if they were issued/certified on the territory of a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents or a country with which Bulgaria has entered into a legal assistance agreement. The documents referred in item 4 which are issued and/or drawn up in a foreign language shall have an official translation into Bulgarian.

**6.** Any amendments to the documents referred in item 4 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 Client in writing. The Client shall be obliged to immediately notify the Bank in writing in case of occurrence of any circumstances that are significant for its identification as well as for the identification of its representatives, proxies, its Beneficial Owner/s, its capital structure and/or for keeping its bank accounts (changes to the statutes/ articles of association/ instrument of incorporation (or other similar document) of the Client, changes to the commercial registration, withdrawal of a power of attorney, decease of a proxy, termination of the legal personality of the Client, loss, theft or destruction of identity documents and/or a power of attorney, etc.) and to present to it information and documents as referred in item 4 above, verifying such changes.

**6.1.** The Bank shall not be liable for any damages and loss of profits resulting from payment transactions carried out prior to written notification of any changes or circumstances referred in item 6, including in the cases where it has executed a payment order given by a person who has presented documents which proved to be forged (with false content and/or inauthentic) and having certified his/her rights to carry out transactions on a bank account, including by virtue of a power of attorney which appears to be valid, in the cases when the representative power of this person was revoked before the Bank was informed in writing about the revocation of the powers of this person.

**6.2.** The Bank has the right to refuse to execute a payment transaction ,ordered by a proxy of a Client – Account Holder if the scope of his/her powers of representation is not clearly and precisely specified;

**6.3.** The Bank has the right to refuse to execute a payment transaction in the cases referred in Art. 17 of the MAMLA.

**7.** The Bank shall make a decision on the Application and is not obliged to justify its refusal for concluding and Agreement. The Bank shall confirm in writing the opening of the Bank Account by a confirmation statement addressed to the Client. The Application to open a Bank Account, the confirmation statement referred in the preceding sentence and these General Terms and Conditions shall constitute the Agreement for this Bank Account.

**8.** Bank accounts shall be opened and kept with a requirement for a minimum initial amount and a minimum daily balance kept on the account pursuant to the Interest Bulletin of the Bank.

**9.** Unless otherwise agreed in the present General Terms and Conditions or in the agreement for the relevant type of bank account, the Bank Account Agreement shall be terminated and the bank account shall be closed:

**9.1.** Following a written order submitted by the Client to the Bank;

**9.2.** In the case referred in item 128 below;

**9.3.** Automatically, where the Bank will not need to provide a notification or other written statement to the Client:

**9.3.1.** Where for a period of two months the Client maintains a zero balance on a Bank Account;

**9.3.2.** After expiry of the pre-agreed term for which the Bank Account has been opened, if any;

**9.3.3** In case of non-fulfillment of the client's obligation to pay the expenses due to the Bank, pursuant to its Tariff for the fees and commissions, applicable to legal entities and sole traders, for two consecutive months, the Bank shall have the right to unilaterally terminate the bank account agreement and close the account, for which the Client will be considered notified by the account statement provided/ made available to the Client by the Bank on a durable medium, and/or by the information provided by the Bank about the status of the account in the Bank's e-banking channels;

**9.4.** By a two-month notice made from the Bank to the Client;

**9.5** by a notification with immediate effect from the date of its sending, in case the Client is a defaulting party to the Agreement and/or in case of an established breach of the Client of any of its obligations under the General Terms and Conditions or relevant provisions of the current law, including but not limited to refusal or failure to provide within the prescribed period data, information and documents under item 4 and item 6 above, in case of impossibility to fulfill the obligations of the Bank for carrying out customer due diligence pursuant to Article 17 of the Measures against Money Laundering Act, as well as in case of an established breach of the prohibitions on carrying out the operations referred to in items 120 and 121 of the GTC, including but not limited to when the Client/ the owners of the capital/ its legal representative/proxy is found to be 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 of the European Commission and/or that they are included in the list pursuant to the Measures against Terrorist Financing Act – a list drawn up by the Council of Ministers regarding individuals, legal entities and organizations against which special measures are applied and/or when it is established that the Client is a person that carries out an activity linked to terrorism or terrorist financing.

**9.6.** The start of the period of the notice under item 9.4, and respectively of the notification under item 9.5 shall be the date of its receipt by the relevant addressee under the Agreement. The notice by the Bank under item 9.4, respectively the notification by the Bank under item 9.5. above, when it is made on paper, shall be deemed to have been received by the Client when it is sent to the latest management address indicated in the relevant register. When the Client has changed address but the new address is not indicated in the relevant register, the notice, respectively the notification by the Bank, shall be considered to have been properly received, irrespective of what is marked on the acknowledgment of receipt.

**9.7.** The notice under item 9.4, and respectively the notification under item 9.5 can be sent to the Client, in addition to the procedure under item 9.6. and/or by:

**9.7.1.** an electronic statement sent to the e-mail address of the Client (according to the definition of this term in item 4.7.6) The notice, respectively the notification will be deemed to have been received by the Client on the day of its sending to the e-mail of the Client unless an automated message is received from the e-mail of the Client that the message has not been sent successfully and/or its receipt has failed;

**9.7.2.** an electronic statement made in the profile of the Client in the channels of the Bank for electronic banking;

**9.7.3.** other permanent media.

**10.** Notwithstanding item 9 above, a fundraising account, respectively an account for capital keeping/donation shall be closed in the following cases:

**10.1.** After entering the company/ the foundation, respectively the circumstance of increasing the capital of the company, in the Commercial Register, certified with a certificate issued by the Commercial Register with the Registry Agency; or

**10.2.** After termination of the procedure on registration/ increase of the capital, certified by the minutes of the meeting of the founders/ partners, respectively the shareholders, containing the decision on termination of the procedure, or any other relevant document. In such case, the Bank shall pay to the depositors the full amount of the installments in the currency in which they have been deposited at the time of making the deposit and the interests accrued until then shall be distributed among the depositors in proportion to their installments;

**10.3** unilaterally by the Bank, in case that in the first 6 (six) months of the date of opening the account, none of the circumstances referred in items 10.1 and 10.2 above have occurred; or

**10.4.** In other cases envisaged in the law.

**11.** Notwithstanding item 9 above, an insolvency account shall be closed after the Client-Account Holder submits the following to the Bank:

**11.1.** a copy of the judgment by the relevant regional court (the court in charge of insolvency matters), certifying the deletion of the company from the Commercial Register and a certificate issued by the competent registration authority certifying the circumstances referred in this item; or

**11.2.** a copy of a court judgment, certifying the termination of the insolvency proceedings and a certificate issued by the competent registration authority certifying the circumstances referred in this item; or

**11.3.** an explicit written order by the Client-Account Holder, upon presentation of an authorization granted by the relevant regional court (the court in charge of insolvency matters).

**12.** Further to the provisions of item 9 above, a liquidation account shall be closed after the submission of:

**12.1.** a certificate issued by the competent registration authority, certifying the deletion of the Client-Account Holder from the Commercial Register, provided that there are no undistributed funds on the liquidation account; or

**12.2.** a certificate issued by the competent registration authority, certifying the termination of the liquidation proceedings.

**13.** In each case of termination, as referred in items 9 to 12 above, the Client shall have to pay to the Bank the fees and commissions for the payment services provided until the time of termination, whereas the paid fees and commissions are not subject to refund.

**13.1.** The Bank shall refuse to close a Bank Account when there is an account preservation order against the account.

**13.2.** When closing a Bank Account with available funds on it, the amount shall be kept by the Bank until the Client receives it, but no interest will be accrued thereon. However, the Bank may offset and collect its fees and commissions payable for the keeping, pursuant to the Tariff;

**14.** In case of reorganisation or winding-up of a Client-legal entity, the funds on the Client's accounts shall be paid to the Client's legal successors after the submission of the documents necessary for their identification, as referred in these General Terms and Conditions. The Bank shall not be held liable for payments executed pursuant to the established procedure until the receipt of a notification supported by the documents and certificates, required by the legislation in force, on the reorganisation or winding-up of the Client.

### **SECTION III A: SPECIAL CONDITIONS FOR OPENING, SERVICING AND CLOSING TERM DEPOSITS OF LEGAL ENTITIES AND SOLE TRADERS**

**15.** UniCredit Bulbank AD accepts funds for keeping in Deposit Accounts in BGN and foreign currencies for a fixed term. Each Deposit Account shall be opened by the Client acting through its legal representatives or through persons authorised by them following the submission of an Application for opening a term deposit of a legal entity and a sole trader ('Application') completed and signed using a written standard form of the Bank and after the Bank has identified the Client and its beneficial owner(s) according to Section III. The Bank shall decide on the Application and shall not be obliged to justify its refusal to conclude an Agreement. The Bank shall confirm the opening of the Deposit Account in writing by a confirmation addressed to the Client. The Application for opening a Deposit account, the confirmation within the meaning of the previous sentence and these General Terms and Conditions for Term Deposits shall comprise the Deposit Account Agreement.

**15.1** In case of an established business relationship with the Client related to opening, servicing, performing transactions from or to, and/or closing a deposit account, regular client identification shall be carried out in accordance with item 4.7.6 of the present GTC.

**16.** The Deposit Account shall be opened with the amount of the deposit, by debiting a current account of the Client opened and kept with the Bank.

**17.** The Deposit Account shall be opened with a requirement for a minimum initial amount, a requirement for a minimum daily availability, for a term and in the currency according to the Interest Rate Bulletin. In the event that the amount deposited on the Deposit Account is below the minimum amount required according to the Interest Rate Bulletin, the Bank shall not accrue and shall not pay any interest on the funds on the Deposit Account.

**18.** The disposal of the funds on the Deposit Account shall be made by the Client, acting through its legal representatives or through persons authorised by them in accordance with a power of attorney with notarial certification of the signature, indicated and authorised for this according to the specimens of the signatures of the persons with disposal rights attached to the Application and according to the manner of exercising such rights.

**19.** During the term of the deposit additional paying-in of funds on the Deposit Account shall not be allowed. Any additional paying-in of funds on the Deposit Account shall be considered breach of the terms and conditions of the opened deposit, unless the Agreement stipulates otherwise.

**20.** The Client may dispose, fully or partially, with the cash available on the deposit on the maturity date only by transferring funds to a current account of the Client opened and kept with the Bank.

**21.** No transfers of funds from the Deposit Account to the current account shall be allowed if the cash available on the Deposit account after the transfer would remain below the minimum balance required pursuant to the Interest Rate Bulletin of the Bank.

**22.** In case the maturity date of the deposit is a non-business day, the Client may dispose of the funds on the deposit on the first business day thereafter.

**23.** In relation to the deposit account items 6, 6.1, 6.2, 6.3, item 14 shall apply, and in relation to the payment transactions executed on it - the following shall apply: Section VII Information provided by the bank for the execution of payment transactions and Section XIII Automatic correcting transfer of the present GTC.

**24.** After the expiration of the term for which the deposit was opened according to the Agreement and in case the terms and conditions of the deposit set out in these General Terms and Conditions and/or in the Agreement were not breached, the Bank shall accrue interest in the amount pursuant to the Interest Rate Bulletin in force on the date of opening the deposit.

**25.** In the event of early termination of the deposit, the Bank shall accrue and pay for the period from the opening/last renewal of the deposit to the day of the transaction an interest rate applied on current accounts pursuant to the Interest Rate Bulletin in force on the date of the interest accrual.

**26.** Pursuant to the requirements of Ordinance No 3 of the BNB laying down the terms and procedures for opening payment accounts, execution of payment transactions and use of payment instruments, the Bank reserves its right to automatically: collect its due and payable receivables for opening, keeping, maintaining and closing of the Deposit Account, servicing of transactions and interests on the Deposit Account from the cash available on it or on any other account of the Client with the Bank.

**27.** In the event that transfers are made between accounts held in different currencies, item 35 of the present GTC shall apply.

**28.** Unless otherwise stated in the Application, the Deposit Agreement shall be renewed automatically for the same period and under the terms and conditions set out in the Interest Rate Bulletin in force at the time of renewal, unless terminated on any of the grounds set out in item 29 below.

**29.** The Term Deposit Agreement shall be terminated and the deposit shall be closed:

**29.1** On the maturity date of the deposit or on a date other than the maturity date (ahead of schedule), at written instructions (Request) of the Client received at the Bank. The termination of the Deposit Agreement on a date other than the maturity date (ahead of schedule) shall have the consequences set out in item 25 of these General Terms and Conditions for Term Deposits;

**29.2** On the maturity date of the deposit, if this is specified in the Application;

**29.3** Automatically, without the need for the Bank to send a notification or another written statement, when the Client has maintained a zero balance on the Deposit Account for two or more months;

**29.4** With the Bank sending to the Client a notice of termination of the Agreement on the maturity date of the deposit; the Bank shall send the notice to the Client at least 2 (two) months before that maturity date. The date of receipt of the notice by the Client shall be considered the beginning of the period of notice of termination of the Agreement;



**29.5** With a notification with immediate effect as of the date of its dispatch by the Bank, under the terms and conditions of item 9.5 above. In the event that the notification takes effect before the maturity date of the deposit agreed between the Bank and the Client, the Bank shall accrue and pay for the period from the opening/last renewal of the deposit to the day of the operation an interest rate applied on current accounts pursuant to the Interest Rate Bulletin in force on the date of the interest accrual.

**30.** Regarding the receipt and method of sending the notice under item 29.4 and respectively of the notification under item 29.5, the provisions of items 9.6 and 9.7 of the present GTC shall apply.

**31.** In each of the cases of termination according to item 29 above, the Client shall owe to the Bank the fees and commissions for keeping the funds on the Deposit Account, as well as after its closure, while the Bank keeps the amount of the deposit, and the fees and commissions paid shall not be subject to recovery.

**31.1** The Bank shall refuse to close the Deposit Account if a distraint has been imposed on it.

**31.2** When a Deposit Account in which cash is available is closed, the amount shall be kept by the Bank until it is received by the Client, without interest being accrued on it, but the Bank may deduct and collect from the amount the fees and commissions payable for keeping it as specified in the Tariff of UniCredit Bulbank AD for legal entities and sole traders (the 'Tariff').

#### **SECTION IV. PAYMENT SERVICES PROVIDED BY THE BANK FROM AND ON PAYMENT ACCOUNTS**

**32.** The Bank provides the following payment services from and on payment accounts:

- Services related to depositing cash on hand on a payment account as well as the related transactions of servicing the payment account;
- Services related to withdrawal of cash on hand from a payment account as well as the related transactions of servicing the payment account;
- execution of payment transactions, including transfer of funds on a payment account of the Client with the Bank or on an account with another bank, including where the funds are part of a loan granted to the Client;
- execution of direct debits, including one-off direct debits;
- execution of credit transfers, including orders for periodic transfers;
- execution of cash on hand transfers;
- Other main and additional payment services agreed in writing between the Bank and the Client.

**33.** The Bank shall have the right to limit or extend the scope of the payment services offered by it as well as to change the procedure and conditions for accepting, processing and executing payment orders based on the amendments to the applicable legislation, for security reasons or for improvements to the respective service, notifying the Clients of the introduced changes pursuant to the procedure established in these General Terms and Conditions.

#### **SECTION V. FEES, COMMISSIONS, INTERESTS AND EXCHANGE RATES**

**34.** For the payment services provided by the Bank, the Client shall have to pay fees and commissions determined in terms of type, amount and currency as per the Tariff for the fees and commissions of UniCredit Bulbank AD applicable to legal entities and sole traders ("The Tariff") valid as of the time of execution of the payment service and made available at the the Bank's teller's desks, on its website or the electronic banking channels, and/or agreed in writing between the Bank and the Client.

**35.** The exchange rates which the Bank applies when executing the payment transactions, are „buy/sell“ currency rates, respectively cash-on-hand/“on account” on the day of execution of the transaction, whereas for amounts exceeding EUR 10,000, or its equivalent in BGN or other foreign currency, the Client may negotiate a preferential exchange rate. Information about the exchange rates of the Bank can be obtained by the Client at the Bank's teller's desks, on its website or the electronic banking channels.

**36.** With respect to the bank accounts, the Bank shall apply the interest rates, which are valid at the time of interest accrual and are defined in terms of type, amount and currency in the Interest Bulletin of UniCredit Bulbank AD for legal entities and sole traders ("The Interest Bulletin"), valid at the time of interest accrual and made available at the the Bank's teller's desks, on its website or the electronic banking channels and/or have been agreed in writing between the Bank and the Client.

**37.** The Bank shall have the right to change unilaterally the values of the applicable exchange rates and/or the amounts of the interests, fees and commissions charged by it in line with the market levels and trends and the values applicable at any given time shall be made available at the the Bank's teller's desks, on its website or the electronic banking channels.

**37.1.** Any amendments to the Interest Bulletin and the exchange rates shall be applied immediately, as of the date of their announcement.

**37.2.** Any amendments to the Tariff shall enter into force in accordance with the provisions under item 127, the first sentence of the General Terms and Conditions.



38. When the amendments to the Tariff introduce rates for fees and commissions which are more favourable for the Clients, they shall be applied immediately, as of the date of their announcement.

## **SECTION VI. OBLIGATIONS AND INFORMATION PROVIDED BY CLIENTS ON THE EXECUTION OF PAYMENT TRANSACTIONS**

39. To ensure the accurate execution of a payment order for payment services, Clients shall be obliged to complete precisely, accurately and fully all the information in the payment documents that is 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), in the cases where such is required in accordance with the applicable legislation or any other unique identification number of the Beneficiary's account.

39.1. The Bank shall not be held liable for the non-execution or inaccurate execution of a payment transaction when there is inaccuracy in the IBAN of the Beneficiary's account, indicated by the Client-Payer, and in the cases where the provider of the payment services is not a bank - the unique identification number of the Beneficiary's account or the unique identification number of the Beneficiary.

40. The Client shall be obliged, within the period referred in item 44 of these General Terms and Conditions, to notify the Bank of the unauthorized or inaccurately executed payment transaction. If within the specified period the Client does not dispute the unauthorized or inaccurately executed payment transaction in writing to the Bank, it shall be considered that he/she has given his/her consent to it and accepts its consequences.

41. The Client shall be obliged to provide the necessary funds on his/her bank accounts for keeping a minimum balance on them in accordance with the Interest Bulletin.

42. The Client shall be obliged to pay all fees, commissions and expenses specified in the Tariff for the maintenance and servicing of the bank accounts and in relation to the payment services provided to him/her. In case the necessary funds are not provided on the bank account and no eligible payments exceeding the remaining amount on the bank account (overdraft) have been agreed with the Bank, the Bank shall collect the fees payable to it up to the amount available on the bank account. The remaining portion of the outstanding amounts shall be covered with priority with the funds first received on the bank account and in case they are not sufficient – with the subsequent funds that are received.

## **SECTION VII. INFORMATION PROVIDED BY THE BANK FOR THE EXECUTION OF PAYMENT TRANSACTIONS**

43. The Bank shall provide to its Clients information about all executed payment transactions and the available balance in the form of a bank statement. The bank statements and/or complete information on the received transfers in foreign currency or BGN shall be given to the Client, respectively his/her proxy, in a manner and for such a period as requested by the Client at the time of completing the documents for opening the account, as well as through electronic channels.

43.1. Information on an ordered available money transfer shall be provided at the teller's desks of the Bank, where the transfer is executed, only at the request of the Client-Payer of the payment service.

43.2. Information on received available money transfers shall be provided at the teller's desks of the Bank upon request by the Beneficiary of the payment service.

44. The Bank shall correct an unauthorized or incorrectly executed payment transaction only when the Client notifies the Bank without undue delay after becoming aware of such a transaction, which gives rise to a claim, however, no later than 13 (thirteen) months of the date of debiting of Client's account.

45. The Client 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 (as applicable).

46. In case of an unauthorized payment transaction, the payer's bank shall immediately make a refund to the payer for the amount of the unauthorized payment transaction and in any case no later than the end of the next business day after the Bank has identified or has been notified about the unauthorized transaction, unless the Bank has reasonable doubts about fraud and notifies the relevant competent authorities in such instance. Whenever necessary, the payer's bank shall restore the payer's account to the condition in which it would have been if the unauthorized payment transaction was not executed. The value date for crediting the payer's payment account shall be no later than the date on which the account was debited with the amount of the unauthorized payment transaction. The refund by the bank for the amount of the unauthorised payment transaction on the payer's payment account does not prevent the Bank from requesting from the payer, as per the established legal procedure, to pay the refunded amount of the payment transaction if the payment transaction was authorised by the payer.

47. Clients shall be obliged to follow up and be informed, obtaining information from the teller's desks of the Bank, the channels of the Bank for electronic banking and/or the website of the Bank, where the Bank complies with its obligation to provide the information required by law and to keep updated, as of the respective time, complete and detailed data in respect of the content of the effective and applicable: Interest Bulletin, Tariff, exchange rates, the content of the present General Terms and Conditions and of the products offered by the Bank for the relevant payment accounts.

48. Clients shall be obliged to keep themselves informed at all times and follow up for any amendments to these General Terms and Conditions, the Tariff, the Interest Bulletin, the exchange rates, made available at the teller's desks, the website and the electronic channels of the Bank and may not refer to a lack of information about the currently effective terms and conditions of the Bank at any time, listed in detail above, which are binding for the Clients and which apply to them as of the date on which they are announced and made available at the teller's desks of the Bank and through its





electronic channels, with the exception of the amendments which are applied with respect to Clients upon the expiry of the two-month period as of the date on which they are announced and made available, in accordance with the provisions of item 127, first sentence of these General Terms and Conditions.

## **SECTION VIII. FORM AND PROCEDURE FOR GIVING CONSENT FOR THE EXECUTION OF PAYMENT TRANSACTIONS. EXECUTION OF PAYMENT TRANSACTIONS.**

**49.** 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 submission of properly drawn up payment documents containing all the required details as per a sample form in a hard copy format or received via the electronic channels, meeting the requirements of the applicable legislation.

**50.** A payment order, when submitted in a hard copy format, shall be considered received at the time of its submission to the Bank directly by the Payer or through the Beneficiary, and when submitted via the electronic channels - as per the procedure established for this purpose, while in confirmation it shall be registered indicating the date, hour and minutes in a chronological order of receipt. Should the payment order be received on a non-business day for the Bank, it shall be considered received on the next business day. The Bank shall determine the time periods for execution of the payment orders in Appendix 1, an integral part of the present General Terms and Conditions.

**51.** The Client shall inform the Bank in writing about the persons who are authorized on his/her behalf to submit and receive payment documents for performing payment services from his/her payment accounts.

**52.** The Client shall undertake not to disclose the names and the data of the persons with rights of disposal in respect of 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 Client.

**53.** The Bank shall not execute payment orders received by mail and submitted by persons different from the ones indicated to do this.

**54.** The Bank shall ensure the execution of a payment order received with it in compliance with the following terms and conditions:

**54.1.** An order or preliminary consent of the Client containing all the required standard details; signed by a person/s having right of disposal on the payment account and whose signature, in appearance, corresponds with the one affixed in the presence of a bank employee or the specimen submitted in a notary certified form and enclosed in the file of the Client-Payer, or by means of a payment order, respectively in an electronic form in accordance with the requirements of the Bank and of the legislation in force;

**54.2.** The payment order is not in conflict with the legislation in force, the applicable payment rules and the conditions for keeping a payment account; and it is attached to the documents required by virtue of a regulation, an agreement, to which the Client-Payer is a party, or other documents required by the Bank for the execution of the respective transaction;

**54.3.** Upon available sufficient funds on the payment account of the Client-Payer, including the amount of the transfer and all fees and commissions due and payable to the Bank and the other participants in the payment process for the execution of the payment transaction, in accordance with the Tariff effective currently.

**54.4.** The Client-Account Holder of an insolvency account shall dispose with the funds on it through the receivers representing it only after the submission of an authorization by the relevant regional court (the court in charge of insolvency matters) for each individual case of disposal. The persons authorized by the receivers, by means of an explicit notary certified power of attorney, may dispose with the funds on the account after the submission of the above-mentioned authorization by the court as well as an explicit authorization by the regional court (the court in charge of insolvency matters), whereby the court authorizes the receivers to authorize third parties to have their rights pursuant to Art. 658, para.1, item 9 of the Commerce Act.

**55.** The Bank shall not be obliged to verify if the ordered payment transaction is in line with the will of the Client-Payer. The commercial operations paid through the Bank are irrelevant to it.

**56.** The Bank shall execute the payment order only if the ordered amount and the entitlements of the Bank, in accordance with item 54.3, in total are up to the amount of the available funds on the account of the Client-Payer or up to the amount of the agreed loan, if any. Otherwise, the Bank shall not execute the payment order.

**57.** The Bank shall not perform partial transfers under separate payment transactions. Partial payments may only be made in the cases of enforcement as per the established legal procedure, upon performing an automatic correcting transfer and/or upon exercising the right of direct debiting by the Bank.

**58.** The executed payment orders, which were submitted to the Bank in accordance with the requirements set in item 54 are the necessary and sufficient valid reason for the ordered transactions to be executed with due diligence on the part of the Bank, whereas the consequences from executing the transactions shall be at the expense of the Client-Payer.

**59.** The Bank shall not be held liable, having executed in good faith and in accordance with the present General Terms and Conditions a payment transaction ordered to it in writing by a person/s, whose signature/s on the payment order, affixed outside the Bank correspond/s to the specimens of the persons with rights of disposal in respect of the account and which person/s on the grounds of unambiguous circumstances appear/s to be authorized to dispose with the cash available on it. The risk and the consequences from the execution of payment orders which appear to be regular at first sight,



but are counterfeit (inauthentic, with false content), or which are accompanied by counterfeit documents and declarations, result from failure to fulfill the Client's obligations referred in item 54 above and shall be borne by the Client.

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

**61.** The Bank shall not exercise control over the subject and/or the compliance of the transaction representing grounds for executing the payment transaction, unless the obligation for such control arises from an agreement or a legislative act. The Bank shall not be held liable for the ordinary bank intermediation under transactions with its Clients.

**62.** For the execution of payment services in foreign currency, the Client shall submit to the Bank all the necessary documents that are required pursuant to the Currency Act, Ordinance No. 28 of the MF and of the BNB on the Information and Documents Submitted to Payment Service Providers in Executing Third Party Cross-border Transfers and Payments and any other applicable legislative acts.

**63.** In accordance with the requirements of 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, the Bank reserves its right automatically to:

**63.1.** collect its due and payable receivables for opening, keeping, maintaining and closing of a bank account, servicing of transactions and interest rates from the funds available on it or on any other account of the Client held with it;

**63.2.** Debit the Client's bank accounts in case of possible additional expenses of other banks - its correspondent banks in relation to the execution of transactions by and of the Client on his/her bank accounts.

## **SECTION IX. EXECUTION OF CREDIT TRANSFERS**

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

**65.** The Bank shall credit the account of an intermediary or a payment service provider of the Beneficiary upon ordered credit transfers, or the account of the Client upon received credit transfers in accordance with the value dates indicated in Appendix 1, which is an integral part of these General Terms and Conditions.

**66.** The Payer may negotiate with the Bank preferential credit value dates as well (current value date), for which he/she shall pay the respective commission as per the Tariff.

**67.** The terms and conditions, under which the Bank shall accept credit transfers (ordered or received) for execution with instructions regarding the charges, are as follows:

**67.1.** "Charges on the transaction are shared" - the Payer and the Beneficiary jointly pay the fees and commissions to the Payer's payment services provider and to the Beneficiary's payment services provider, respectively. 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.

**67.2.** "The charges on the transfer 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 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 instruction is not applicable in case of domestic payments and outbound cross-border payments within the European Economic Area.

**67.3.** "All charges on the transaction, including those of the Bank, are at 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.

**67.4.** The Payer can negotiate with the Bank preferential terms and conditions for processing of his/her payment orders on his/her request and initiative.

**67.5.** The Bank shall accept credit transfers for execution with the instruction "All charges on the transaction, including those of the Bank, are at the expense of the Beneficiary" without being liable and regardless of whether other payment services providers involved in the payment chain have withheld/will withhold fees and commissions from the amount of the transfer.

**68.** The Bank shall not be obliged to credit the payment account of the Beneficiary before the funds, which are subject of the credit transfer, are received on its account.

**69.** The Bank shall not exercise control and shall not be held liable for the time for execution and the value dates, which other payment service providers apply in processing ordered or received credit transfers.

**70.** When processing payment orders outside the country, the Bank shall have the right to:

**70.1.** organize on behalf of the Sender translation of the required details in case the Client has not prepared them in English;



**70.2.** compile the electronic order to the provider of the Beneficiary in accordance with the requirements of the payment service 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 Client.

**71.** The Bank shall execute cash on hand transactions (without an opened account) 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 relevant charges of the Bank pursuant to the Tariff.

**72.** The Payer under a cash-on-hand transaction shall bear the full responsibility for the correct, accurate and precise drawing up of the payment order together with all the required standard details, containing the required and necessary correct, exact and complete information for the execution of the cash-on-hand transaction.

**73.** In case an executed cash-on-hand transaction is returned by the payment service provider to the Beneficiary, regardless of the reason for this, the Bank shall inform the Payer by a notification sent to the address indicated by him /her. Any returned cash transfer shall be kept with the Bank for a maximum term of 5 years.

**74.** The Bank shall pay received cash-on-hand transfers upon request by the Beneficiary, in any case no later than 7 days after the date on which the funds are received on an account of the Bank, Any unclaimed cash-on-hand payments after this term shall be returned to the Payer.

## **SECTION X. EXECUTION OF DIRECT DEBITS IN NATIONAL CURRENCY**

**75.** The Bank shall execute payment transactions using direct debit in compliance with the requirements of the effective legislation and under the following terms and conditions:

**75.1.** The Payer has given preliminary consent for direct debit as per a sample form at the branch where his/her account is held, in any case indicating the amount up to which a request for payment may be executed. The Payer shall send to the Beneficiary of the transfer a copy of the consent.

**75.2.** 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 currently applicable Tariff;

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

**76.** In case the Payer has specified conditions for the execution of the direct debit, the Bank shall execute a payment under an order for direct debit only after making a formal check for compliance of the submitted documents and the required paperwork as per the conditions defined for the transfer and the execution of the set requirements.

**77.** In case the order for direct debit is not executed on the date indicated for execution due to non-fulfillment of the terms and conditions referred in item 76, the Bank shall retain the order for direct debit up to 5 (five) business days from the date of receipt of the order for direct debit, or from the date for execution, if different from the first one. If during that period the requirements under item 75 are not cumulatively met, the Bank shall reject the execution of the order for direct debit and it shall inform the payment service provider of the Beneficiary about it.

**78.** The Bank shall execute direct debit payment transactions, provided that the order for direct debit contains clear and unambiguous conditions and parameters necessary for the execution.

## **SECTION XI. REJECTION OF EXECUTION OF PAYMENT TRANSACTIONS**

**79.** The Bank shall have the right to reject the execution of a payment order in the following cases:

**79.1.** If the Client has submitted payment documents, which are not properly drawn up and/or do not have all the required standard details necessary for their execution, i.e. there is missing, incomplete or inaccurate data;

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

**79.3.** The execution of the payment order by the Bank would entail a breach of the regulations of the Bank, the imperative regulations of the Bulgarian legislation, any court/arbitration ruling or an administrative act;

**79.4.** In other cases specified in an agreement, law or these General Terms and Conditions.

**80.** The Client shall confirm that he/she has been informed about the cases, in which the Bank rejects the execution of a Payment order, whereby the Client shall pay the Bank a fee for the processing of the payment documents pursuant to the Tariff. The Client shall pay a fee for adjustment/change, pursuant to the Tariff, for every amendment that is made to the payment orders and documents submitted by him/her until the date of their entering for execution.

**81.** The Client shall be entitled to order again the same payment transaction as per the procedure defined in the applicable legislation and these GTC, where for this purpose he/she shall submit new payment documents, drawn up to include all the required standard details and at a time when sufficient financial coverage may be provided for the amount of the transfer, together with the fees and commissions due and payable to the Bank.

**82.** 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 Law on Measures against Money Laundering, its Implementing Rules and the Measures Against Financing of Terrorism Act,



as well as in the cases where additional checks are necessary for ascertaining facts and circumstances related to the application of those legislative acts.

**83.** Upon receipt of a charging order from legally authorized entities against bank accounts in BGN and foreign currency, the order shall be executed pursuant to the provisions of the effective legislation.

**84.** The Bank shall not be held liable for blocked funds and/or transactions on the part of another Bank, acting as a participant in the payment process, during the execution of payments by order /in favour of individuals and legal persons and countries, which are subject to restrictions and/or sanctions.

## **SECTION XII. IRREVOCABILITY OF THE PAYMENT ORDER**

**85.** The Client-Payer may not cancel a payment order after its receipt by the Bank, respectively after giving his/her consent to the execution of the payment order initiated by or through the Beneficiary.

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

**86.1.** In case of a credit transfer for a particular day or after the expiry of a particular term or on the day that the Client-Payer provides to the Bank the necessary funds for the execution of the payment order - by the Payer - on the business day preceding the day agreed for the execution, at the latest;

**86.2.** In case of a direct debit - by the Payer - until the end of the business day, preceding the agreed day for debiting his/her account, at the latest.

**87.** After the expiry of the terms referred in item 86, however no later than the date of crediting the account of the Beneficiary, the payment order may be canceled only if there is agreement on this between the Bank and Client, whereas for direct debit the consent of the Beneficiary shall also be required.

**88.** The Client may cancel the execution of a payment order by submitting a written notice to the Bank before the execution has begun.

**89.** In case of cancellation of a payment order, the Client shall pay a fee for cancellation of a transfer order, pursuant to the Tariff.

## **SECTION XIII. AUTOMATIC CORRECTING TRANSFER**

**90.** The Bank shall have the right to make an automatic correcting transfer from the account of the Client in the cases envisaged in the law.

**91.** The automatic correcting transfer shall be in such an amount, upon which the payment account is restored to the condition in which it would have been before the execution of the wrongly executed transaction.

**92.** An automatic correcting transfer may be made notwithstanding existing limitations in the effective legislation, the Bank Account Agreement and/or these GTC, insofar as the funds received as a result of the wrongly executed payment order do not belong to the Account Holder.

**93.** Any losses shall be borne by the Client, regardless of the amount, should they result from unauthorized or inaccurately executed payment transaction, as a result from fraud or non-fulfillment of the Client's obligations in using the respective payment service or due to his/her negligence.

## **SECTION XIV. TERMS AND CONDITIONS OF USING THE BUSINESS LEADER PACKAGE PROGRAMME**

**94.** The BUSINESS LEADER Package Programme (hereinafter referred to as "the Programme") is intended for clients of the Bank within the meaning of the present GTC.

**95.** Subscription to the Programme shall be made after the Client files a request and after the signing of an agreement/ receiving a written confirmation by the Bank. The Bank shall take a decision about the request and is not obliged to justify its refusal for subscription to the Programme. The request for subscription to the Programme, the confirmation referred to in the previous sentence, the General Terms and Conditions of the Bank regulating the products and services included in the Programme, the present terms and conditions and the Tariff of the Bank, together, shall have the effect of an agreement concluded between the Bank and the Client. The subject of this agreement shall be the BUSINESS LEADER Package Programme.

**96.** The Agreement for the Programme provides the Client with the right to use under preferential terms and conditions products and services included in the Programme. The activation of the Programme shall be made within the term indicated by the Client in the Request for subscription to the Programme.

**97.** A Client subscribed to the Programme shall have the right to use also a package of additional services/products (in addition to those already included in the Programme according to item 96 above), hereinafter referred to as an Additional Package, for which the Client shall pay additional fees in an amount and for a period defined in the Tariff.

**98.** The Client may choose to use one or more additional packages of products and services, in accordance with the Tariff.

**99.** The products and services under item 96 and item 97 are defined in the Tariff for the fees and commissions, applicable to legal entities and sole traders. In case of any changes to the Tariff in the part defining the products and services included in the Programme under item 96 and the Additional Package under item 97, the Client shall have the right to refuse to use the Programme and the Additional Package/s.

**100.** The Bank shall open to the Client a current account (package account) or shall restructure another account opened in the name of the Client with the Bank, to match the terms and conditions of the Programme, hereinafter referred to as "Package Account".

**101.** The Client undertakes to provide regularly on its package account indicated in item 100 funds to cover the fees payable in relation to the Programme and the used packages.



**102.** The products and services included in the Programme shall be provided in accordance with the effective legal framework and the internal rules of the Bank governing these products and services, as well as the General Terms and Conditions of the Bank for the particular product and service and following the signing of a separate agreement on the respective product/service.

**103.** The Bank shall carry out cash transfers in accordance with the present GTC, with which the Client is acquainted and which the Client accepts, declaring this fact by signing the request for subscription to the Programme;

**104.** The Client shall have the right to use all or only some of the products and services included in the Programme and in the additional packages at its own discretion.

**105.** The term of the Agreement to the Programme shall expire on the 25th day of the twelfth month, as from the date of the agreement/the receipt of the written confirmation under item 95. Upon expiry of the term of the Agreement to the Programme, it shall be automatically renewed for another twelve-month period.

**106.** The term of use of each Additional Package may not be longer than the term of the Agreement to the Programme.

**107.** To use the Programme and the additional packages, the Client shall pay a monthly/annual fee in the amount defined in the Tariff. The Bank provides a possibility to the Client to pay the package fee every month or to make a one-off prepayment of the package fee for the next one-year period. In the latter case the Client shall receive a discount from the one-off payment in an amount determined as per the Tariff. The Bank reserves its right to change the amount of the fee payable for the Programme, whereas informing the Client about such changes as per the established statutory procedure.

**108.** The Client may change the periodicity of payment of the fee both for the Programme and for the additional package/s by way of submitting a relevant Request as per template of the Bank.

**109.** In case the necessary funds or the agreed with the Bank admissible excess of the payments above the remaining amount on the account (overdraft) are not available on the package account, the Bank shall collect its due fees and commissions up to the amount available on the account. The remaining portion of the due and payable amounts shall be paid with priority by means of the funds received first on the account, and in case of insufficient funds – by the funds received next.

**110.** In case the Client does not provide the necessary funds for payment of the annual fee for the Programme and/or for the additional packages on the 24th day of the month following the month of the subscription to the Programme or on the 24th day of the month after the month in which the annual fee is payable, the Bank shall change the periodicity of the fee payment for the Programme/ the additional packages from an annual fee to a monthly fee.

**111.** In case the Client does not provide the necessary funds for payment of the monthly fee for the Programme and for the additional packages for two consecutive months, the Bank shall exclude the Client from the Programme and the additional packages at the end of the second month. Such exclusion from the Programme/ the additional packages shall not result in termination of the agreements for the separate products/services but only in their restructuring pursuant to the standard terms and conditions of the Bank.

**112.** In case the Bank does not exercise its right for excluding the Client from the Programme under the terms and conditions of item 111, the Client shall owe all fees and commissions in connection with the use of the Programme and the additional packages under item 97 for the whole period of their use, until the Bank or the Client exercise their right to terminate the Programme as per the provisions of item 113 hereof.

**113.** The Agreement for the Programme can be terminated ahead of schedule:

**113.1** By the Client – by submitting a request for withdrawal from the package programme to the Bank with a one-month prior written notice and after payment of the due fees and commissions;

**113.2** By the Client - in case of withdrawal from the Programme under the terms and conditions of item 99 before the changes become effective, by submitting to the Bank a Request for withdrawal from the package programme;

**113.3** By the Bank - in case the Client fails to pay the due and payable fees and commissions for two months in a row;

**113.4** By the Bank by means of a two-month written notice submitted to the Client;

**113.5** By the Bank - upon termination of the Programme - by a two-month written notice for termination of the Programme published on the website of the Bank.

**114.** Regarding the receipt and method of sending the notice under item 113.4, items 9.6 and 9.7 of these GTC apply.

**115.** Upon termination of the agreement for the Programme, all products and services included in the Programme and the additional packages shall be restructured as per the standard terms and conditions and prices of the Bank effective as of the date of termination of the agreement for the Programme.

**116.** All usual bank transactions and other operations as agreed with the Bank may be carried out on the package account, for which the Bank shall collect fees and commissions according to the Tariff.

## **SECTION XV. BANK SECRECY**

**117.** The secrecy of the accounts shall be maintained. Information on the transactions and the funds available on the bank accounts of the Client shall only be provided to this Client and/or a person authorized by the Client for this purpose with a notary certified power of attorney, pursuant to the relevant legal procedure, as well as to the competent authorities in compliance with the legal procedure.



**118.** The Client shall be obliged not to disclose to third parties the information on his/her bank accounts and not to create, in any other way, conditions for access to information, data and documents, related to his/her accounts, taking all the measure in order to prevent any possible unauthorized transactions on them by persons who have not been authorized for this.

**119.** By signing the Application, the Client agrees and authorizes the Bank to provide information, which is bank secrecy or personal data of persons representing the Client to its lawyers, accountants, auditors and other external consultants and persons working for the Bank, as well as to other financial institutions in the country and abroad, in the cases where those are part of the same banking group or are related to the Bank within the meaning of the applicable law, including for the purposes of offering new products and services.

## **SECTION XVI. PREVENTION AND CONTROL**

**120.** UniCredit Bulbank AD shall not open and maintain bank accounts, and respectively shall not accept payments and shall not execute ordered transactions on and from the bank accounts, which are intended for collecting amounts in relation to unsolicited commercial communications and offers, sent to undisclosed recipients, whose conditions allow for the consideration not to be executed and/or are gambling-based and/or are aimed at using unfair and/or misleading, aggressive, trade practices made in bad faith and actions and results prohibited by the law and/or money laundering and financing of terrorism and/or fraud of some kind and abuse of the trust of UniCredit Bulbank AD, as a servicing bank, and/or jeopardizing the reputation of the Bank and/or the banking system.

**121.** The Bank shall not execute transactions ordered by the Client in favour of persons that are subject to payment sanctions imposed in accordance with the officially established procedure and rules, or respectively when there are imposed internal or international sanctions/prohibitions on payments, the execution of which is in breach of the adopted restrictions and the consequences, in accordance with the restrictive regulations, resulting from the execution of transactions of such kind are entirely at the risk, responsibility and for the account of the Client-Ordering Party.

**122.** Upon an established breach of the prohibitions on the execution of transactions, specified in items 120 and 121 above, caused by the fault of the Client, the Bank shall immediately block his/her accounts with it for the transactions of disposal (receipt and/or order) of payments. The received transfers shall be returned to the Ordering Party through the bank of the Ordering Party. The payment orders shall not be accepted for execution. The Bank shall have the right to collect automatically, from the balances of the blocked bank accounts, the fees and commissions for their maintenance until the receipt from the Client-Account Holder of an order for closing his/her bank accounts with the Bank.

**123.** The Bank shall notify the Client-Account Holder of the established violation 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 121, under the procedure foreseen in item 9.6 and/or item 9.7.

**124.** The Client shall be obliged, within three days of the date of the notification pursuant to item 123, to order the closing of his/her bank accounts with the Bank, indicating where the balance on them should be transferred, after deducting the receivables which are due and payable by the Client to the Bank. In case there is a preservation order against a bank account, the account shall be closed after the completion of the enforcement/ interim proceedings, with due cancellation of the preservation order by the authority which has issued it and the available balance, if such remains, shall be transferred onto the account indicated by the Client after the enforcement of the account preservation order.

## **SECTION XVII: DISPUTE RESOLUTION**

**125.** In case the Client has any objections concerning the execution of a particular payment service, he/she may submit a written objection to the Bank and the latter shall examine this objection and shall notify the Client of its opinion within 15 business days of the date of receipt of the complaint.

By way of exception, when within the specified period the Bank cannot provide a decision for reasons beyond its control, the Bank shall send a response to the Client, indicating the reasons for the delay and the period within which the Client will receive a decision on the complaint. In any case, the time limit for obtaining a decision may not exceed 35 business days from the date of receipt of the complaint.

**126.** In case the Bank does not provide its decision within the period specified in the preceding item or if the Client is not satisfied with the decision, the dispute may be referred to the Conciliation Commission on Payment Disputes or the competent Bulgarian court of law.

## **SECTION XVIII: SUPPLEMENTARY PROVISIONS**

**127.** The Bank shall have the right to amend and supplement these General Terms and Conditions, notifying the Client of this at least two months prior to the date on which the amendments come into force, by means of communications in the branches of UniCredit Bulbank AD as well as their publication on the website of the Bank. By derogation from the previous sentence, amendments and supplements to Sections I, II, III, XVI, XVII and XVIII of these General Terms and Conditions shall come into force immediately, as of the date of their approval by the Bank unless foreseen otherwise in the decision of the Bank for their amendment. The Client can obtain information about the foreseen changes on paper upon request at the teller's desks of the Bank.

**127.1.** The amended General Terms and Conditions shall preserve and continue their effect for the existing legal relations.



**128.** The amendments to these GTC shall be binding for the Client, unless he/she notifies the Bank in writing that he/she does not accept them prior to the date of their entry into force. In case the Client does not agree with the proposed amendments, he/she shall have the right to terminate the Agreements concluded with the Bank and to close the relevant bank accounts prior to the date of entry into force of the amendments.

**129.** All funds of the Client, which are deposited on bank accounts with the Bank, in accordance with the product group to which the specific account belongs as per its terms and conditions, including the accrued interests, are guaranteed by the Bulgarian Deposit Insurance Fund (BDIF) in accordance with the applicable regime and the maximum amount of the guaranteed total amount specified in the Law on Bank Deposit Guarantee.

**130.** The provisions referred in item 129 shall not be applied and/or the guaranteed bank deposit amounts shall not be reimbursed with regard to **130.1** Individuals who have acquired rights on the deposited funds as a result of executed transactions of disposal with the account in the period of effect of the measures under Art.116, para.2, items 2 and 3 of the Credit Institutions Act and after the date of issuing an act under Art. 20, para. 1 of the Bank Deposit Guarantee Act.

**130.2.** Banks, where deposits are made on their behalf and for their account; financial institutions under Art. 3 of the Credit Institutions Act; insurers and reinsurers; pension insurance companies and funds for mandatory and voluntary pension insurance; investment intermediaries; collective investment schemes, national investment funds, alternative investment funds and special investment purpose vehicles; budget organizations under § 1, item 5 of the supplementary provisions of the Public Finance Act; the Bulgarian Deposit Insurance Fund, the Fund for Compensation of Investors, and the Guarantee Fund under Art. 287 of the Insurance Code.

**130.3.** Deposits that result from or are related to transactions or actions constituting money laundering within the meaning of Art. 2 of the Measures Against Money Laundering Act or terrorist financing within the meaning of the Measures against Financing of Terrorism Act, established by a final verdict.

**130.4.** Deposits, the owner of which has not been identified as per Art. 54 of the Measures Against Money Laundering Act as at the date of issuance of an act under Art. 20, para. 1 of the Bank Deposit Guarantee Act.

**130.5.** Amounts on accounts, where there have been no transactions initiated by the depositor for the last 24 months preceding the date of issuance of an act under Art. 20, para. 1 of the Bank Deposit Guarantee Act, and where the balance on each such account is less than BGN 20.

**131.** The Deposit Insurance Fund shall pay the guaranteed amounts of the deposited funds through a commercial bank indicated by its management board.

**131.1.** In case of an account in a foreign currency, the depositor shall receive the equivalent amount in BGN of the guaranteed amount, converted by the exchange rate of the Bulgarian National Bank on the start date of the payment of the deposit guarantee.

**132.** All relations of the Bank with its Clients, which have not been settled in these General Terms and Conditions or in the Bank Account Agreement shall be arranged by virtue of the Payment Services and Payment Systems Act (PSPSA), the statutory acts for its application as well as any other applicable Bulgarian laws.

**133.** On the basis of Art. 67, para. 4 of the LPSPS, the provisions of the following texts of the LPSPS shall not be applied with regard to the Bank Account Agreements concluded by the Bank with the Clients: Art. 68, para. 1, 78, 80, , Art. 85, 91, 92 and Art. 93, para. 1 and art. 94.

**134.** These General Terms and Conditions have been adopted by the Management Board of the Bank by a decision under Minutes No. 14 of 18.03.2014, effective 22.07.2014, and amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 30 of 05.07.2018, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 26 of 22.04.2020, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 66 of 25.11.2020, effective 01.02.2021, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 73 of 23.12.2020, effective 30.12.2020, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 57 of 01.12.2021, effective 02.12.2021, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 8 of 23.02.2022, effective 24.02.2022, amended and supplemented pursuant to a decision of the Management Board of the Bank under Minutes No. 39 of 28.09.2022, effective 06.12.2022. The GTC are an implicitly inherent and integral part of each Agreement concluded by the Bank referring to the present GTC, and they shall be considered in their integrity as an integrated document and shall be applied unless otherwise provided for in the specific Agreement. When reference is made to a Framework Agreement and/or to the General Terms and Conditions for opening, servicing and closing bank account of legal entities and sole traders in a Bank Account Agreement, it shall be considered that reference is made to these General Terms and Conditions.

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

effective 06/12/2022

Transfers in local currency:					
Channel:	Payment system:	Term for submission/ acceptance of the order <sup>2</sup>	Date of execution	Debit value date (for the account of the Ordering party)	Credit value date (for the account of the Beneficiary)
Electronic channel <sup>3</sup>	<b>BISERA budget transfer/SEBRA</b>	until 15:00 h.	On the same business day	On the same business day	On the same business day
		from 15:00 h. to 20:00 h.	On the same business day	On the same business day	On the next business day
		after 20:00 h.	On the next business day	On the next business day	On the next business day
	<b>BISERA credit transfer</b>	until 19:30 h.	On the same business day	On the same business day	On the same business day
		after 19:30 h.	On the same business day	On the same business day	On the next business day
	<b>RINGS</b>	until 15:30 h.	On the same business day	On the same business day	On the same business day
		after 15:30 h.	On the next business day	On the next business day	On the next business day
	<b>Intrabank</b>	until 21:00 h.	On the same business day	On the same business day	On the same business day
		after 21:00 h.	On the next business day	On the next business day	On the next business day
	On paper	<b>BISERA/SEBRA</b>	until 13:00 h.	On the same business day	On the same business day
until 16:30 h.			On the same business day	On the same business day	On the next business day
after 16:30 h.			On the next business day	On the next business day	On the next business day
<b>RINGS</b>		until 14:30 h.	On the same business day	On the same business day	On the same business day
<b>Intrabank in local currency</b>		until 18:00 h.	On the same business day	On the same business day	On the same business day
		after 18:00 h.	On the next business day	On the next business day	On the next business day
<b>Intrabank in foreign currency</b>		until 16:30 h.	On the same business day	On the same business day	On the same business day
		after 16:30 h.	On the next business day	On the next business day	On the next business day

**Cross-border transfers and transfers in foreign currency, ordered with TOM value date**

CHANNEL:	Term for submission of the order <sup>2, 4</sup>	Debit value date for the nostro account of UCB	Value date for the nostro account of UCB with the correspondent bank
	until 17:00 h.	The same business day (D)	The next business day (D+1)



Electronic channel <sup>3, 5</sup>	after 17:00 h.	The next business day (D+1)	The second business day after the day of submission (D+2)
On paper	until 15:00 h.	The same business day (D)	The next business day (D+1)
	after 15:00 h.	The next business day (D+1)	The second business day after the day of submission (D+2)
<b>Cross-border transfers and transfers in foreign currency, ordered with SD value date<sup>7, 8</sup></b>			
<b>CHANNEL:</b>	<b>Term for submission of the order<sup>2, 4</sup></b>	<b>Debit value date for the nostro account of UCB</b>	<b>Value date for the nostro account of UCB with the correspondent bank</b>
Electronic channel <sup>3</sup>	for USD, CAD, EUR and GBP until 17:00 h. <sup>4</sup> for all other currencies until 15:00 h. <sup>4</sup>	The same business day (D)	The same business day (D)
	for USD, CAD, EUR and GBP after 17:00 h. <sup>6</sup> for all other currencies after 15:00 h. <sup>6, 7</sup>	The next business day (D+1)	The next business day (D+1)
On paper	until 15:00 h. <sup>6, 7</sup>	The same business day (D)	The same business day (D)
	after 15:00 h. <sup>6, 7</sup>	The next business day (D+1)	The next business day (D+1)

**Time for execution of received credit transfers with UniCredit Bulbank AD (from Monday to Friday)**  
*for the branches working on Saturday only the internal banking orders shall be processed currently*

**Received transfers in local currency:**

<b>Payment system:</b>	<b>Term for receiving the order</b>	<b>Date of execution</b>	<b>Credit value date (for the account of the Beneficiary)</b>
<b>BISERA budget transfer/ SEBRA</b>	until 18:00 h.	The same business day	The same business day
<b>BISERA credit transfer</b>	Until 20:00 h.	The same business day	The same business day
<b>RINGS</b>	until 16:00 h.	The same business day	The same business day
<b>Intrabank</b>	until 21:00 h.	The same business day	The same business day

**Received transfers in foreign currency:**

<b>Term for receiving the order</b>	<b>Date of execution</b>	<b>Credit value date (for the account of the Beneficiary)</b>
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<b>until 17:30 h. <sup>9</sup> on the value date of the Bank.</b>	On the value date of the bank	The value date for receiving the funds on account of the Bank (D+0).
<b>after 17:30 h. <sup>9</sup> the value date of the Bank</b>	In the day following the value date of the Bank.	The value date for receiving the funds on 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 depositing/receipt via the electronic channels shall be determined by the time of importing the orders in the banking information system.
3	The orders sent via an electronic channel after the working hours of the bank (depending on the payment type and the used channel) shall be considered accepted by the bank on the next business day.
4	Provided that supporting documents pursuant to Ordinance No. 28 of the MF and BNB for information and the documents submitted to the providers of payment services when making trans-border transfers and payments to third parties, when necessary, have been submitted within the working hours for acceptance of payments in foreign currency.
5	Are accepted with future date of execution.
6	The Bank reserves the right to change the value date of execution of SD to TOM in case the time of execution of the client's order in the bank is after the cut off time for acceptance of transfers for the correspondent bank.
7	Due to time zone difference payments with SD value date in JPY, AUD, CNY are not executed, payments with TOM value date are executed with value date D+2 for the beneficiary. On a best effort basis the correspondent bank may apply value date D+1.
8	The value dates for cross-border payments are not guaranteed when the clause for "customized processing of payment orders" is applied.
9	For payments that are subject to automated processing. For the rest of the orders the cut off for processing is 17:00 h.
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.	