

**GENERAL TERMS AND CONDITIONS FOR GRANTING AND SERVICING OF LOANS  
TO LEGAL ENTITIES, SOLE PROPRIETORS, COMPANIES AS PER THE OBLIGATIONS AND LIABILITIES ACT  
IN EUROBANK BULGARIA AD**

**I. GENERAL PROVISIONS**

- I.1. The current General Terms and Conditions regulate the relations between Eurobank Bulgaria AD, enlisted in the Commercial Register at the Registry Agency, EIK 000694749, with head quarters in Sofia and management address in Sofia, Vitosha Region, 260 Okolovrasten pat Str. (hereinafter referred to as the Bank) and the customers– legal entities, sole proprietors, companies as per the Obligations and Liabilities Act (hereinafter referred to as "Legal entities", "Borrower" or "Borrowers") with regards to the granting and maintenance of loans in the Bank and the hereby relations. The General Terms and Conditions are mandatory for the customers and are an inseparable part of the Bank Loan Contracts, signed between the Bank and its customers-legal entities. Whenever any discrepancies between the regulations of the current General Terms and Conditions and the specific Contracts occur, the regulations of the Contracts shall prevail.
- I.2. The current General Terms and Conditions are not an offer made by the Bank for granting a loan to a legal entity. The pointed parameters are an exact presentation of an offer for granting a loan, which the Bank might make to its customer as per the current market conditions, based on the information that the loan applicant has provided to the Bank. The parameters are subject to change in case of changes in the market, and the Bank may alter them without prior notification to its customers. The granting of a loan is subject to Bank's approval, pursuant to the internal bank rules. The granting of the present information does not oblige the Bank to grant a loan to a customer.
- I.3. The customers legal entities are divided conditionally into customers, developing their activities as small and/or middle enterprises and corporate customers, depending on a evaluation made by the Bank on the their financial, property and market status and development, based on the presented at the Bank accounting documents of the respective legal entity.

**II. SMALL BUSINESS LOANS**

- II.1. The Bank grants to its customers, falling into the category of small business, loans with the following purposes:
  - II.1.1. Facing of irregular needs of operational funds;
  - II.1.2. Facing of short-term needs of operational funds;
  - II.1.3. Purchase of professional equipment;
  - II.1.4. Purchase, construction or improvements of business offices;
  - II.1.5. Participation in investment projects;
  - II.1.6. Participation in specific national or European programs.
- II.2. Receivers of the granted by the Bank small business loans are existing or starting merchants or cooperations, meeting the criteria of p. I.3. for defining the business as a small one, as well as all freelancers.
- II.3. The minimum amount of the granted by the Bank small business loans is EUR 5 000 or its equivalent in another currency, and the maximum – BGN 2 000 000 or its equivalent in another currency.
- II.4. The minimum tenor of the granted by the Bank small business loans is 1 (one) year, and the maximum – 25 (twenty five) years. The tenor of each loan depends on the purpose of the loan and on the type and amount of the provided collateral.
- II.5. At its own discretion the Bank applies grace period on the granted loans, mainly for loans with investment purposes (purchase of equipment, premises, general repairs, transportation vehicles, etc.). When determining the grace period the Bank takes into consideration the made evaluation of the customer's solvency.
- II.6. As collateral for the granted by the Bank loan the customer may provide:
  - II.6.1. Guarantying – the guarantors have to be active persons of full age with permanent residence in the country. The guarantors are jointly responsible with the Borrower before the Bank for the total amount of the debt as per the signed Loan Contract, including: principal, interests, fees, commissions and all other expenses for the collection of the debt until its full repayment, as well as when the Bank makes the total debt pre-termly and fully payable and abiding all requisites of the Loan Contract;
  - II.6.2. Mortgage established on a real estate – the mortgaged real estate may be either the real estate subject of financing, or a different acceptable by the Bank real estate, owned by the Borrower or by a third individual or legal entity;
  - II.6.3. Pledge – depending on the pledged property and on the pledgor, the pledge may be established under the regulations of the Obligations and Liabilities Act and/or the regulations of the Register Pledges Act. The pledgor may be either the Borrower or a third individual or legal entity;
  - II.6.4. Collateral Insurance – insurance on the mortgaged/pledged property made to the Bank as a beneficiary. Before the actual utilization of the loan the customer must present at the Bank the insurance policy, transferred to the benefit of the Bank, and amounting to the a preliminary pointed by the Bank sum, as per the value of the mortgaged real estates or the pledged property. The insurance risks and the insurer must be preliminary coordinated with the Bank.
  - II.6.5. Promissory note, signed to the Bank, by the customer's representatives or by the freelancer;
  - II.6.6. Any other type of acceptable collateral, according to the internal bank rules.
- II.7. The annual interest rate for regular principal on small business loans is formed as a sum of the floating component for the certain period for accruing of interest plus a fixed in the Contract spread. The type of the

floating part of the interest rate (Base Interest Rate of Eurobank Bulgaria AD for small businesses (BIRSB) or Reference interest rate on Small Business Loans (PRIME SBB) for the respective currency) is explicitly stated in every loan contract signed by the parties.

- II.8. Base Interest Rate of Eurobank Bulgaria AD for small businesses (BIRSB) is determined by the competent bodies of the Bank and is changed by it unilaterally. In case during the term of a signed Loan Contract, the Bank changes the BIRSB, the size of the repayment installments, determined in the repayment schedule at the moment of the signing of the contract, will be changed unilaterally by the Bank and the changes reflect the calculations of the due interest on the loan, effective as of the maturity of the first installment after the date of change of BIRSB. The change in the BIRSB and the date of its approval by the competent body of the Bank are published on the Internet page of the Bank and change notifications are placed in prominent places in Bank's offices with the date of the BIRSB's change.
- Reference interest rate on Small Business Loans (PRIME SBB) is determined by the Assets and Liabilities Committee (ALCO) of the Bank based on the formula and conditions stipulated in the Methodology of the Bank for determination of the Reference interest rate on Small Business Loans (PRIME SBB). The above stated methodology is attachment to the present General terms and conditions. PRIME SBB is reconsidered every three months based on the conditions stipulated in the Methodology for determination of the Reference interest rate on Small Business Loans (PRIME SBB). In case during the term of a signed Loan Contract, the PRIME SBB is changed, the size of the repayment installments, determined in the repayment schedule at the moment of the signing of the contract, will be changed unilaterally by the Bank and the changes reflect the calculations of the due interest on the loan, effective as of the maturity of the first installment after the date of change of PRIME SBB. Any changes in the PRIME SBB are published on the Internet page of the Bank and change notifications are placed in prominent places in Bank's offices.
- II.9. Upon overdue repayment of the installments, the borrower owes interest for the overdue principal, amounting to the sum of the contracted interest on regular principal and spread of 10 points per annum.
- II.10. The Bank offers the following repayment schedules for the granted by it small business loans:
- II.10.1. repayment by equal (annuity) monthly installments;
  - II.10.2. taking advantage of grace period;
  - II.10.3. repayment by a dynamic repayment schedule (unequal payments);
  - II.10.4. fixed repayment of the monthly interest rate and repayment of the principal on customer's discretion;
  - II.10.5. other suitable for the customer and acceptable for the Bank repayment schemes.
- II.11. The bank determines the type of the repayment schedule for each customer, depending on customer's type of business and solvency.
- II.12. The Bank allows full or partial preterm repayment of the principal of a small business loan. In case of a partial preterm repayment, the Bank offers two options for the customer – to decrease the maturity of the loan while keeping the size of the monthly (annuity) installment or to decrease the size of the monthly (annuity) installment under a new repayment schedule while keeping the original maturity of the loan.
- II.13. On the granted small business loans the Bank charges fees and commissions. Depending on the product these fees may be:
- II.13.1. Application fee/ Loan approval fee;
  - II.13.2. Commitment commissions on the unutilized part of a granted loan;
  - II.13.3. Management fee;
  - II.13.4. Fee for the renewal of the loans, which are subject to annual reassessment;
  - II.13.5. Pre-term repayment of the loan;
  - II.13.6. Fees, which are not connected to the loan, but a due for certain services performed by the Bank (collateral registration fee, fee for changes of conditions, etc.).
  - II.13.7. Other fees and commissions, pointed in the specific Loan Contract, signed between the customer and the Bank.
- II.14. The amount of the fees as per p. II.13. is pointed in the Bank's Tariff and in the specific Loan Contract, signed between the Bank and the Borrower.

### **III. CORPORATE LOANS**

- III.1. The Bank grants to its corporate customers, upon their request, loan for financing of their needs of working capital, for purposes connected to their general activities, for purchase of investment goods, for project financing and for trade financing – issuing of letters of credit and of guarantees.
- III.2. Working capital loan:
- III.2.1. The loan limit is granted for facing current needs of working capital for financing of operational expenses, essential for the customer's activity, as well as for securing the issuing/ opening of letters of credit/ guarantees and for paying on issued letters of credit/ guarantees, in case all their requirements are met.
  - III.2.2. Receivers of working capital loans may be all legally registered legal entities, which meet the requirements of the Bank for corporate lending.
  - III.2.3. The working capital loan is granted for the purposes pointed in the Loan contract. The loan may be utilized one-off as a total sum or several times with each repaid amount, depending on the contracted conditions and for the purposes pointed in the Contract. The utilization of the funds is from the current account of the Borrower within two working days after the presentation at the Bank of a utilization

request, regular cost-certifying documents and after meeting the utilization requirements of the Contract.

- III.2.4. The amount of the granted by the Bank working capital loan is contracted between the parties, depending on the lending policy of the Bank.
- III.2.5. The approved amount of the working capital loan is granted for the tenor, stipulated in the individual contract with the Borrower, upon observing the restrictions and only after meeting the utilization requirements set in the Contract.
- III.2.6. The repayment of all due loan amounts (principal, interests, fees, commissions and other expenses) is done ex-officio by the Bank from the funds at the Borrower's current account, for which the Borrower agrees unconditionally and irrevocably with the signing of the Loan Contract and accepts the obligation to provide the necessary funds in the account on the contracted maturity dates.
- III.2.7. The Bank allows increasing of the working capital loan tenor only after filing a written request by the Borrower, after providing the Bank with the requested additional documents (on Bank's discretion) and after the Bank grants its approval about the increase.  
The Bank has the right to review the loan, either before or after the expiry of the review term, stipulated in the Loan Contract, and on its own discretion to prolong unilaterally any of these terms until the next review, by informing in writing the Borrower about its decision of the term prolongation.
- III.2.8. The interest rate on the granted by the Bank working capital loans is formed as a sum of a base, depending on the type of the loan currency (LIBOR, EURIBOR, SOFIBOR (monthly, three-monthly or six-monthly percentage, as per the contract) or Corporate Banking Benchmark Rate (CBBR)) and a spread, depending on the type, risk and tenor of the loan. The base is not negotiable and the changes in it become effective for the parties immediately. The interest is charged daily and is paid on each Interest payment Date, pointed in the Loan Contract. The Borrower owes interest payments even when pursuant to the repayment schedule no principal payments are due. The interest is due until the full repayment of the loan by the Borrower, even after the expiry of the Loan Contract, as well as in cases of forced collection by court order or any other way for execution from the collateral of the loan.
- III.2.9. Upon overdue repayment, the Borrower owes the Bank penalty interest (default) which is calculated on the overdue principal for the period from the date of the delay until the repayment, on a daily basis, and which is immediately collectable on the maturity date of the interest. The size of the penalty interest (default) is regulated in the Loan Contract.
- III.2.10. For the granted loan the Borrower pays the Bank fees and commissions as per the signed Loan Contract and the Tariff for fees and commissions of the Bank.
- III.2.11. The Bank allows full or partial preterm repayment of the principal of the loan only after a written request-notification has been sent to the Bank (the term is defined as per the specific Loan contract and is calculated in calendar days, as of the date following the date of the filing of the request in the Protocol Department of the Bank). Upon full preterm repayment the Loan Contract is terminated only after the expiration of the above mentioned term and upon the prerequisite that all obligations of the Borrower to the Bank are fully repaid.
- III.2.12. The Bank requests by the Borrower to provide it periodically with financial, legal or any other information, with regards to customer's overall activities. The Borrower shall present at the Bank regularly: Quarterly accounting reports within 15 (fifteen) days after each quarter; Audited annual accounting reports, as per the requirements of the Accounting Act and/or the International Accounting Standards, within 90 (ninety) days after the end of each year; Certificate of Current Legal Status; Certificate for Lack of Insolvency or Liquidity Proceedings; as well as information about the economic or any other relatedness as per Bank's sample – every 6 (six) months.
- III.2.13. The Bank requests that the Borrower should maintain a minimum daily average balance on the accounts opened with the Bank, as well as should direct a minimum percentage of the overall company bank turnover through its accounts at the Bank. The minimum balance and percentage are regulated in the Loan Contract.
- III.2.14. Whenever preterm loan collection is called (both partial or full) or any other failure to meet the requirements of the contract of any loan or other financing instruments (e.g. leasing, factoring, etc.), granted to the Borrower or its related parties as per the Law on Credit Institutions from companies or institutions from the Eurobank Group, including but not only loans on which the lender is Bulgarian Retail Services, Sofia, Eurobank Private Bank Luxembourg S.A., the Bank has the right to unilaterally and by its own judgment to call preterm collection on all other loans, granted by the Bank to the Borrower and to satisfy its receivables by any of the collaterals on the loans.
- III.2.15. The Bank may request that the Borrower shall maintain specific financial indices which, as well as their reporting period, shall be regulated in the Loan Contract
- III.2.16. In case of worsening of the financial state of the Borrower or the Co-borrowers, the Bank has the right to call the loan in full size.
- III.2.17. Throughout the whole tenor of the Loan Contract, the Bank requests that the Borrower shall guarantee to preserve the minimum requested percentage of participation of the owners in the company's capital, as regulated in the contract.

### III.3. Overdraft:

- III.3.1. The overdraft is granted for facing current needs of funds for financing of operational expenses, essential for the customer's activity, as well as for securing the issuing/ opening of letters of credit/ guarantees and for paying on issued letters of credit/ guarantees, in case all their requirements are met.

- III.3.2. Receivers of overdrafts may be all legally registered legal entities, which meet the requirements of the Bank for corporate lending.
- III.3.3. The Bank grants overdraft loans amounting to the contracted in the Loan Contract amounts and meeting the Bank's lending policy.
- III.3.4. The utilization of amounts may be done only up to the available balances on the Current Account of the Borrower and the approved by the Bank exceeding limits (overdraft), and only after the deduction of the utilized and not repaid amounts from the approved for utilization limit. The utilization of the funds is by presenting at the bank of regular payment documents and after meeting the other conditions of the Contract. The utilization of the limit is revolving with each repaid sum within the loan terms amount.
- III.3.5. The approved amount of the overdraft is granted for the tenor, stipulated in the individual contract with the Borrower, upon observing the restrictions and only after meeting the utilization requirements set in the Contract.
- III.3.6. The repayment of all due overdraft amounts (principal, interests, fees, commissions and other expenses) is done ex-officio by the Bank from the funds at the Borrower's current account, for which the Borrower agrees unconditionally and irrevocably with the signing of the Loan Contract and accepts the obligation to provide the necessary funds in the account on the contracted maturity dates.
- III.3.7. The Bank allows increasing of the overdraft tenor only after filing a written request by the Borrower, after providing the Bank with the requested additional documents (on Bank's discretion) and after the Bank grants its approval about the increase.  
The Bank has the right to review the loan, either before or after the expiry of the review term, stipulated in the Loan Contract, and on its own discretion to prolong unilaterally any of these terms until the next review, by informing in writing the Borrower about its decision of the term prolongation.
- III.3.8. The interest rate on the granted by the Bank overdrafts is formed as a sum of a base, depending on the type of the loan currency (LIBOR, EURIBOR, SOFIBOR (monthly, three-monthly or six-monthly percentage, as per the contract) or Corporate Banking Benchmark Rate (CBBR)) and a spread, depending on the type, risk and tenor of the loan. The base is not negotiable and the changes in it become effective for the parties immediately. The interest is charged daily on the utilized and not repaid amount of the limit and shall be paid on each Interest payment Date, pointed in the Overdraft Contract. The interest is due until the full repayment of the loan by the Borrower, even after the expiry of the Loan Contract tenor, as well as in cases of forced collection by court order or any other way for execution from the collateral of the loan.
- III.3.9. Upon overdue payments, the Borrower owes the Bank penalty interest (default) which is calculated for the period from the date of the delay until the repayment, on a daily basis, and which is immediately collectable on the maturity date of the interest. The size of the penalty interest (default) is regulated in the Loan Contract.
- III.3.10. For the granted overdraft the Borrower pays the Bank fees and commissions as per the signed Overdraft Contract and the Tariff for fees and commissions of the Bank.
- III.3.11. The Bank allows preterm termination of the Overdraft Contract prior the expiration of the tenor, only after a written request-notification has been sent to the Bank (the term is defined as per the specific Loan contract and is calculated in calendar days, as of the date following the date of the filing of the request in the Protocol Department of the Bank) and upon the prerequisite that all obligations of the Borrower to the Bank are fully repaid.
- III.3.12. The Bank requests by the Borrower to provide it periodically with financial, legal or any other information, with regards to customer's overall activities. The Borrower shall present at the Bank regularly: Quarterly accounting reports within 15 (fifteen) days after each quarter; Audited annual accounting reports, as per the requirements of the Accounting Act and/or the International Accounting Standards, within 90 (ninety) days after the end of each year, Certificate of Current Legal Status, Certificate for Lack of Insolvency or Liquidity Proceedings, as well as information about the economic or any other relatedness as per Bank's sample – every 6 (six) months.
- III.3.13. The Bank requests that the Borrowers should maintain a minimum daily average balance on the accounts opened with the Bank, as well as should direct a minimum percentage of the overall company bank turnover through its accounts at the Bank. The minimum balance and percentage are regulated in the Loan Contract.
- III.3.14. Whenever preterm loan collection is called (both partial or full) or any other failure to meet the requirements of the contract of any loan or other financing instruments (e.g. leasing, factoring, etc.), granted to the Borrower or its related parties as per the Law on Credit Institutions from companies of institutions from the Eurobank Group, including but not only loans on which the lender is Bulgarian Retail Services, Sofia, Eurobank Private Bank Luxembourg S.A., the Bank has the right to unilaterally and by its own judgment call preterm collection on all other loans, granted by the Bank to the Borrower and to satisfy its receivables by any of the collaterals on the loans.
- III.3.15. The Bank may request that the Borrower shall maintain specific financial indices which, as well as their reporting period, shall be regulated in the Loan Contract
- III.3.16. In case of worsening of the financial state of the Borrower or the Co-borrowers, the Bank has the right to call the loan in full size.
- III.3.17. Throughout the whole tenor of the Loan Contract, the Bank requests that the Borrower shall guarantee to preserve the minimum requested percentage of participation of the owners in the company's capital, as regulated in the contract.

#### III.4. Investment Loan:

- III.4.1. The bank grants to its corporate customers investment loans with purpose to cover their investment needs of financing the acquisition and/or reconstruction of different tangible fixed assets.
- III.4.2. Receivers of investment loans may be all legally registered legal entities, which meet the requirements of the Bank for corporate lending.
- III.4.3. The utilization of loan amounts is only for the fixed contracted purposes and the repaid amounts cannot be utilized again by the Borrower. The utilization of the funds is from the current account of the Borrower within two working days after the presentation at the Bank of a utilization request, regular cost-certifying documents and after meeting the utilization requirements of the Contract.
- III.4.4. The amount of the granted by the Bank investment loan is contracted and regulated in the Investment Loan Contract.
- III.4.5. The investment loan is granted for the contracted tenor and repayment scheme, upon observing the restrictions and only after meeting the utilization requirements set in the Contract.
- III.4.6. The repayment of the investment loan is done as per the contracted between the parties repayment schedule, by ex-officio deduction by the Bank of the funds at the Borrower's current account, for which the Borrower agrees unconditionally and irrevocably with the signing of the Loan Contract and accepts the obligation to provide the necessary funds in the account on the contracted maturity dates. At the expiration day of the investment loan the Borrower is obliged to fully repay the loan, together with the due interests, fees, commissions and other expenses, regulated in the Contract.
- III.4.7. The Bank allows increasing of the investment loan tenor only after filing a written request by the Borrower, after providing the Bank with the requested additional documents (on Bank's discretion) and after the Bank grants its approval about the increase.  
The Bank has the right to review the loan, either before or after the expiry of the review term, stipulated in the Loan Contract, (the review term is instructive with regards to the Bank) and on its own discretion to prolong unilaterally any of these terms until the next review, by informing in writing the Borrower about its decision of the term prolongation.
- III.4.8. The interest rate on the granted by the Bank investment loans is formed as a sum of a base, depending on the type of the loan currency (LIBOR, EURIBOR, SOFIBOR (monthly, three-monthly or six-monthly percentage, as per the contract) or Corporate Banking Benchmark Rate (CBBR)) and a spread, depending on the type, risk and tenor of the loan. The base is not negotiable and the changes in it become effective for the parties immediately. The interest is charged daily on the utilized and not repaid amount of the loan and shall be paid on each Interest payment Date, pointed in the Loan Contract. The interest is due until the full repayment of the loan by the Borrower, even after the expiry of the Loan Contract tenor, as well as in cases of forced collection by court order or any other way for execution from the collateral of the loan.
- III.4.9. Upon overdue payments, the Borrower owes the Bank penalty interest (default) which is calculated on the overdue principal for the period from the date of the delay until the repayment, on a daily basis, and which is immediately collectable on the maturity date of the interest. The size of the penalty interest (default) is regulated in the Loan Contract.
- III.4.10. For the granted investment loan the Borrower pays the Bank fees and commissions as per the signed Investment Loan Contract and the Tariff for fees and commissions of the Bank.
- III.4.11. The Bank allows full or partial preterm repayment of the loan only after a written request-notification has been sent to the Bank (the term is defined as per the specific Loan contract and is calculated in calendar days, as of the date following the date of the filing of the request in the Protocol Department of the Bank). Upon full preterm repayment the Loan Contract is terminated only after the expiration of the above mentioned term and upon the prerequisite that all obligations of the Borrower to the Bank are fully repaid.
- III.4.12. The Bank requests by the Borrower to provide it periodically with financial, legal or any other information, with regards to customer's overall activities. The Borrower shall present at the Bank regularly: Quarterly accounting reports within 15 (fifteen) days after each quarter; Audited annual accounting reports, as per the requirements of the Accounting Act and/or the International Accounting Standards, within 90 (ninety) days after the end of each year, Certificate of Current Legal Status, Certificate for Lack of Insolvency or Liquidity Proceedings, as well as information about the economic or any other relatedness as per Bank's sample – every 6 (six) months.
- III.4.13. The Bank requests that the Borrowers should maintain a minimum daily average balance on the accounts opened with the Bank, as well as should direct a minimum percentage of the overall company bank turnover through its accounts at the Bank. The minimum balance and percentage are regulated in the Loan Contract.
- III.4.14. Whenever preterm loan collection is called (both partial or full) or any other failure to meet the requirements of the contracts of any loan or other financing instruments (e.g. leasing, factoring, etc.), granted to the Borrower or its related parties as per the Law on Credit Institutions from companies of institutions from the Eurobank Group, including but not only loans on which the lender is Bulgarian Retail Services, Sofia, Eurobank Private Bank Luxembourg S.A., the Bank has the right to unilaterally and by its own judgment call preterm collection on all other loans, granted by the Bank to the Borrower and to satisfy its receivables by any of the collaterals on the loans.
- III.4.15. The Bank may request that the Borrower shall maintain specific financial indices which, as well as their reporting period, shall be regulated in the Loan Contract.

- III.4.16. In case of worsening of the financial state of the Borrower or the Co-borrowers, the Bank has the right to call the loan in full size.
- III.4.17. Throughout the whole tenor of the Loan Contract, the Bank requests that the Borrower shall guarantee to preserve the minimum requested percentage of participation of the owners in the company's capital, as regulated in the contract.
- III.5. Loan limit for issuing of letters of guarantee and letters of credit (Trade financing):
- III.5.1. The purpose of the granted by the Bank loan limit is the securing of the issuing of letters of guarantee/ and/or opening of letters of credit and for paying on issued letters of guarantee/credit in the cases and upon the conditions stipulated in them;
- III.5.2. Receivers of loan limits for issuing of Bank letters of guarantee and letters of credit may be all legally registered legal entities, which meet the requirements of the Bank for corporate lending.
- III.5.3. The approved loan limit for issuing of bank letters of guarantee and letters of credit is granted for utilization for the tenor, contracted in the Loan Contract, and upon observation of the restrictions and intermediate terms, only after the conditions for issuing or utilizing of letters of guarantee and/or letters of credit, as per the Loan Contract are met. Upon meeting the terms for utilization and issuing of letters of guarantee/credit and the maximum approved limit, the Borrower may utilize again any amount, blocked as per the contract, for which evidence have been provided that the issued letters of guarantee/credit are closed and no valid obligations for the Bank for payment on them may occur and when the Bank has agreed to consider the respective letters of guarantee/credit as closed.
- III.5.4. The Bank is obliged to grant the Borrower a loan of the type "loan limit for issuing of bank letters of guarantee and letters of credit" up to the limit, contracted in the Loan contract between the Bank and the customer.
- III.5.5. The borrower utilizes the loan limit as per the contracted in the Loan Contract and its Annexes purposes, conditions and expiration terms. The end of the tenor for repaying of all due amounts (principal, interests, fees, commissions, etc.) for all loan tranches is determined in the specific Contract for issuing a limit for issuing of Bank letters of guarantee and letters of credit.
- III.5.6. The Bank allows increasing of the investment loan tenor only after filing a written request by the Borrower, after providing the Bank with the requested additional documents (on Bank's discretion) and after the Bank grants its approval about the increase.  
The Bank has the right to review the loan, either before or after the expiry of the review term, stipulated in the Loan Contract, (the review term is instructive with regards to the Bank) and on its own discretion to prolong unilaterally any of these terms until the next review, by informing in writing the Borrower about its decision of the term prolongation.
- III.5.7. For the granted loan the Borrower pays the Bank fees and commissions as per the signed Loan Contract and the Tariff for fees and commissions of the Bank.
- III.5.8. The Bank allows preterm termination of the Loan Limit Contract prior the expiration of the tenor, only after a written request-notification has been sent to the Bank (the term is defined as per the specific Loan contract and is calculated in calendar days, as of the date following the date of the filing of the request in the Protocol Department of the Bank) and upon the prerequisite that all obligations of the Borrower to the Bank are fully repaid.
- III.5.9. The Bank requests by the Borrower to provide it periodically with financial, legal or any other information, with regards to customer's overall activities. The Borrower shall present at the Bank regularly: Quarterly accounting reports within 15 (fifteen) days after each quarter; Audited annual accounting reports, as per the requirements of the Accounting Act and/or the International Accounting Standards, within 90 (ninety) days after the end of each year, Certificate of Current Legal Status, Certificate for Lack of Insolvency or Liquidity Proceedings, as well as information about the economic or any other relatedness as per Bank's sample – every 6 (six) months.
- III.5.10. The Bank requests that the Borrowers should maintain a minimum daily average balance on the accounts opened with the Bank, as well as should direct a minimum percentage of the overall company bank turnover through its accounts at the Bank. The minimum balance and percentage are regulated in the Loan Contract.
- III.5.11. Whenever preterm loan collection is called (both partial or full) or any other failure to meet the requirements of the contract of any loan or other financing instruments (e.g. leasing, factoring, etc.), granted to the Borrower or its related parties as per the Law on Credit Institutions from companies of institutions from the Eurobank Group, including but not only loans on which the lender is Bulgarian Retail Services, Sofia, Eurobank Private Bank Luxembourg S.A., the Bank has the right to unilaterally and by its own judgment call preterm collection on all other loans, granted by the Bank to the Borrower and to satisfy its receivables by any of the collaterals on the loans.
- III.5.12. The Bank may request that the Borrower shall maintain specific financial indices which, as well as their reporting period, shall be regulated in the Loan Contract.
- III.5.13. In case of worsening of the financial state of the Borrower or the Co-borrowers, the Bank has the right to call the loan in full size.
- III.5.14. Throughout the whole tenor of the Loan Contract, the Bank requests that the Borrower shall guarantee to preserve the minimum requested percentage of participation of the owners in the company's capital, as regulated in the contract.
- III.6. The granted by the Bank loans to corporate customers may be secured with:

- III.6.1. Guarantying – the guarantors are jointly responsible with the Borrower before the Bank for the total amount of the debt as per the signed Loan Contract, including: principal, interests, fees, commissions and all other expenses for the collection of the debt until its full repayment, as well as when the Bank makes the total debt pre-terminly and fully collectable and abiding all requisites of the Loan Contract.
- III.6.2. Mortgage established on a real estate – the mortgaged real estate may be either the real estate subject of financing, or a different acceptable by the Bank real estate, owned by the Borrower or by a third individual or legal entity.
- III.6.3. Pledge – depending on the pledged property and on the pledgor, the pledge may be established under the regulations of the Obligations and Liabilities Act and/or the regulations of the Register Pledges Act. The pledgor may be either the Borrower or a third individual or legal entity.
- III.6.4. Collateral Insurance – insurance on the mortgaged/pledged property made to the Bank as a beneficiary. Before the actual utilization of the loan, the customer must present at the Bank the insurance policy, transferred to the benefit of the Bank, and amounting to the preliminary pointed by the Bank sum, as per the value of the mortgaged real estates or the pledged property. The insurance risks and the insurer must be preliminary coordinated with the Bank;
- III.6.5. Promissory note, signed to the Bank, by the customer's representatives.

#### **IV. PRETERM COLLECTION ON LOANS**

- IV.1. If the customer fails to pay fully or partially any of the installments of the principal or the interests of the granted by the Bank loan, as well as upon failure to abide to any other obligation as per any Loan Contract, the receivables of the Bank of the full repayment of the loan becomes pre-terminly collectable without termination of the contract. The collection becomes effective without any requirements that the parties shall state their will.
- IV.2. Pursuant to Art. 60, par. 2 from the Law on Credit Institutions, the Bank may draw an enforcement order on Bank account statement and take actions for forced collection of its receivables by addressing the execution of the collection against the whole property of the borrower and/or guarantors and/or third parties, which have mortgaged their real estate to secure somebody else's debt, following the regulated by law order.

#### **V. PROTECTION OF THE DEALS AND THE PERSONAL DATA**

- V.1. With the signing of a Bank Loan Contract, the Borrower grants its unconditional and irrevocable consent that the Bank shall process the information about the Borrower, to which it has been granted access upon the signing and execution of the Bank Loan Contract, including to present these data to other authorized by it and/or related entities as well as to companies or institutions from the Eurobank Group for the purposes of the execution of the signed contract as well as for other legal purposes.
- V.2. With the signing of a Bank Loan Contract, the legal representatives of the Borrower declare that they have been granted information about the circumstances as per Art. 19, par. 1 from the Law on Protection of Personal Data, that they are familiar with the voluntary character and the conditions about gathering and processing of personal data for the purposes of execution of the respective Bank Loan Contract, that they have been notified that they may exercise their right to access and correct their personal data, granted pursuant to the signing of the respective Bank Loan Contract on the address of the financial center of the Bank, pointed at the beginning of the said contract and that they grant their unequivocal and unconditional consent based on Art. 4, par. 1, p. 2 from the Law on Protection of Personal Data that the Bank may process the granted by them personal information, which is personal data, as per the meaning of the Law on Protection of Personal Data for the purposes of execution of the Bank Loan Contract.
- V.3. With the signing of a Bank Loan Contract, the Borrower agrees that the Bank may process/ use the company information for the Borrower, to which the Bank has been granted access upon the signing and the execution of the contract, for the purposes of advertising/ promoting of Bank's products/ services, by sending of voice and/or written advertising messages and/or notifications for promotions, services or products of the Bank to the Borrower on its address (postal, e-mail, etc.) and/or to its phones, which have been granted by the Borrower during the signing and the execution of the Bank Loan Contract.

#### **VI. ADDITIONAL PROVISIONS**

- VI.1. All notifications and statements related to a signed Loan Contracts must be made in writing and shall be considered received if by fax, by personal delivery or by registered mail have reached the addresses of the parties, stated at the beginning of the signed loan contract. Upon change in the pointed in the Loan contract address of the Borrower for receiving of notifications, the notification for the change must be made in writing. Until such notification is received, all notifications sent to the old addresses shall be considered as received.
- VI.2. The Bank may unilaterally change the current General Terms and Conditions, for which it informs its customers by posting notifications in the bank offices and on the Internet page of the Bank [www.postbank.bg](http://www.postbank.bg).

- VI.3. For the issues that are not regulated in the current General Terms and Conditions and in the Loan Contract, the regulations of the relevant Bulgarian legislations shall be applied. The possible arguments that may arise are solved by negotiations, and if no consensus is reached are directed to the competent Bulgarian court.

The present General Terms and Conditions are initially approved with a decision of the Executive Committee of Eurobank Bulgaria AD of 5 March, 2009. Following amendments are approved with a decision of the Executive Committee of Eurobank Bulgaria AD of 10 May, 2013.