

## GENERAL TERMS AND CONDITIONS FOR OPENING, MAINTENANCE AND CLOSURE OF ACCOUNTS OF INDIVIDUALS IN EUROBANK BULGARIA AD

### I. General provisions

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 headquarters and management address in Sofia 1766, Vitosha Region, 260 Okolovrasten pat Str., with Bank license No B-05/1991 of the Managing Director of the Bulgarian National Bank; competent body on the Bank's supervision – Bulgarian National Bank; e-mail address: contact@postbank.bg (hereinafter referred to as the Bank) and the individual customers (hereinafter referred to as Account holder or Account holders as well as Customer or Customers) with regards to the opening, maintenance and closure of bank accounts within the Bank (hereinafter referred to as "accounts") and the hereby relations. The General Terms and Conditions (GTC) are mandatory for the customers and are an inseparable part of the Bank Accounts Contracts, signed between the Bank and its individual customers. Whenever any discrepancies between the regulations of the current GTC and the regulations in the specific bank account contracts or other frame contracts for payment services (if there are such) occur, the regulations of the Contracts shall prevail. The current GTC and the individual contracts for accounts opening are concluded in Bulgarian language, as well as the entire communication between the Bank and its Customers related to the GTC and the concluded individual contracts is held in Bulgarian language.

### II. Registration of individuals as bank customers

- II.1. Upon the establishment of business relations with the Bank with regards to the opening of an account, the customers shall fill-in a registration form and for declaring of false data and circumstances bear criminal responsibility as per the Criminal Code. The customers shall present one of the following ID documents:
- II.1.1. For Bulgarian citizens:
- II.1.1.1. ID card;
- II.1.1.2. Driver's license;
- II.1.1.3. International passport, diplomatic passport, official passport, sailor's passport, military ID card, temporary passport, official open list;
- II.1.2. For foreign citizens:
- II.1.2.1. ID document of a foreigner issued by Republic of Bulgaria;
- II.1.2.2. Foreign or international ID document.
- II.2. Pursuant to the regulations of the Law on Measures Against Money Laundering, the customers provide the Bank with a copy of their identification document, certified with inscription "Identical with the original" and customer's signature.
- II.3. The Bank may require other information and documents in compliance with the acting legislation, including, but not limiting to, official document, certifying the permanent residence country and address, information and documents regarding the countries to which the customer is local for tax purposes, the tax number for each of these countries, the professional activity of the person, the purpose and the character of the business relation with the Bank and others.
- II.4. Opening of an account is performed only personally by the Account holder and cannot be performed by a person, who opens an account in favour of a third person, unless if negotiated otherwise in the account contract. In these cases, upon registration of a third person as a Bank customer and when opening an account on behalf of a third person, identification document of the registering party and also a copy of the identification document of the third person (Account holder) shall be presented. An account opened in favour of a third person is blocked for disposing until the beneficiary of the account (the Account holder) has not been identified by the Bank pursuant the dispositions of the applicable legislation.
- II.5. The customer is obliged to present to the Bank information, data and documents, that unambiguously identify him/her and/or are required by the acting Bulgarian legislation (including related instructions by state bodies/institutions). The Bank has the right to safe-keep the information, data and documents in the deadlines stipulated in the legislation. Upon changes in the information, data or documents presented upon establishment and/or during the time of the relation with the Bank, the customer is obliged to inform the Bank for the change within 7 days of its occurrence and to present the respective evidence/documents for the change.
- II.6. Upon Bank's request, the customer is obliged to present to the Bank updated data, information and/ or additional documents or to confirm the validity of the current data, documents and information, the Bank has about him/her.
- II.7. The Bank may reject to register an individual as a customer and to open an account with him/her as an Account holder without stating its reasons for the rejection, unless if the individual wants to open a payment account for basic operations. In the last case the Bank has the right to reject the account opening only on the grounds stated in the Law on Payment Services and Payment Systems (LPSPS) and the rest applicable legislation.
- II.8. Account opening is performed only by the Account Holder or by a person, opening an account in favour of a third person under Art.II.4 and cannot be performed by a proxy, unless agreed otherwise, in which case the Bank accepts only the following power of attorneys:
- 1) Power of attorney with a notary certification of the signature or of the signature and the content; the certification shall be made (a) by Bulgarian notary after May 2016 or (b) by Bulgarian diplomatic or consular office abroad and in this case the first time when it is presented to the Bank shall be not later than 1 (one) year after the date of its certification;
- 2) Power of attorney in accordance with the Bank's form, signed in front of a Bank's employee simultaneously by both – the authorizer and the authorized person.
- The power of attorney shall comprise the explicit will statement for account opening and shall be presented in original by the proxy, together with a valid ID document of the proxy. The Bank has the right to ask to receive an explicit written confirmation by the authorizer for the validity of the power of attorney, if it is not signed in front of a Bank employee, as well as to perform checks of the power of attorney in registers, to which it has an official access. The Bank has the right to refuse to accept a power of attorney in case of non-compliance with its requirements for work with powers of attorney, such as, but not limited to: if upon its discretion the scope of the representative authority of the proxy is not clearly and unambiguously defined; if in the power of attorney there is a condition for cancellation of the proxy rights or a condition for execution, which is out of the Bank control or upon Bank's discretion creates difficulties beyond the ordinary for account opening or maintenance; if the Bank cannot perform check for the power of attorney in the relative registers, to which it has an official access; if the Bank cannot receive a written confirmation for the validity of the power of attorney by the authorizer; upon doubts for the authenticity of the power of attorney or for any illegal acts or others of the kind.

### III. Types of individuals accounts, opened by the Bank

- III.1. The Bank opens and maintains individuals accounts in local and foreign currency, observing the regulations of Regulation No 3 of the Bulgarian National Bank on the Terms and Procedure for Opening Payment Accounts, Executing Payment Transactions and Using Payment Instruments (Regulation 3), the LPSPS, the

Law on Credit Institutions and all other applicable regulations of the Bulgarian legislation and the current GTC.

- III.2. The Bank opens the following types of individuals accounts:
- III.2.1. current accounts – for safekeeping of funds, payable on demand and without advance notice from Bank's customers, as well as for execution of payment operations and with option for debit card issuance;
- III.2.2. payment account for basic operations (PABO) - for safekeeping of funds in BGN and provision of services as per Art.118 from the LPSPS;
- III.2.3. deposit accounts – for safekeeping of funds, payable upon a predetermined date (maturity date) or upon other preliminary agreed conditions for payment. For these accounts, the current GTC do not represent framework agreement under the meaning of Art.59, para.2 of LPSPS, taking under consideration the exception, foreseen in Art.6, para.4 of Regulation 3;
- III.2.4. savings accounts – for safekeeping of funds without term and with savings purpose, payable on demand and without advance notice;
- III.2.5. electronic money accounts – for safekeeping of electronic money issued by the Bank, that can be used through prepaid card. The Bank maintains electronic money accounts in BGN, and in case of explicit consent between the parties – also in another currency.
- III.3. The Bank may open also other type of account, besides the above listed, upon preliminary contracting with the customer.
- III.4. The specific conditions on the account are negotiated in a contract between the Bank and the customer. Throughout the validity of the contract, the customer is entitled to receive the contract conditions, as well as the preliminary information as per Art.60 from the LPSPS, on paper or on electronic carrier.

### IIIA. Joint Accounts

- IIIA.1. The Bank opens and maintains accounts with Account holders two or more than two major and sui juris individuals (Joint holders), which for the purpose of the current GTC will be considered as "Joint Accounts". PABO and electronic money account cannot be opened as a joint account.
- IIIA.2. The Bank opens Joint Account after a conclusion of a written contract for opening and maintaining of Joint Account (hereinafter "the Contract"), which should be signed personally by all Joint Holders of the Joint Account, unless agreed otherwise, in which case a Joint Holder could authorize another Joint Holder to open a Joint Account, observing the requirements of Art.II.8 from the current GTC.
- IIIA.3. Requesting payment instruments for remote access to the account, as well as any services, offered to the respective account type can be done via the explicit will (signing of the respective documents) of all the Joint Holders. Execution of transactions and disposition of funds in the account is done either together or independently, in compliance with the negotiated in the specific contract for Joint Account. When independently disposal from each of the Joint Holders is negotiated, the consequences of the actions of each Joint Holder bind the rest.
- IIIA.4. For Joint Accounts, the Bank presents payment services for the respective type of account, described in the current GTC, unless other negotiated in the contract for Joint Account, as in Joint Accounts where the Joint Holders dispose together, payment instruments for remote access to the account (payment cards, Internet banking, Mobile banking, etc.) are not allowed.
- IIIA.5. Amounts may be transferred to Joint Accounts in cash or non-cash, on the name of all or one of the Joint Holders. After transferring the amount in the account, the disposal is in compliance with the signed contract – together or independently.
- IIIA.6. The Bank does not bear responsibility for the relations between the Joint Holders in respect to the payment transactions on the Joint Account, ordered by either of them. The Bank executes the payment orders in the order of their reception. In case the payment orders made by one of the Joint Holders contradict or are incompatible with other payment order from other Joint Holder, the Bank has the right to refuse the execution of the orders until adjusting the difference.
- IIIA.7. A third party has the right to dispose with the amounts on the Joint Account only in case it is properly authorized as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC by all the Joint Holders together.
- IIIA.8. If the Joint Holders wish to add new and/or withdraw existing Joint Holder, as well as to change the negotiated terms how to dispose with the account, the Contract is terminated and the Joint Account is closed, new Contract is concluded and a new Joint Account is opened.
- IIIA.9. The Joint Holders may close the Joint Account and to terminate the Contract together or independently, in compliance with the negotiated in the specific contract for Joint Account. Closure of Joint Account is performed under the terms of Section VII of the current GTC.
- IIIA.10. In case of decease of any of the Joint Holders, the Bank terminates the contract and blocks the account from the moment of its acknowledgement. The Bank divides the available amounts on the Joint Account into equal shares between the Joint Holders (after deduction of the due and unpaid Bank's charges). The Bank pays the respective shares to the alive Joint Holders, and the share of the deceased Joint Holder is paid to his/her inheritors according to Art.V.29 of the current GTC. The Bank does not bear responsibility towards the inheritors of the deceased Joint Holder, if before the notification for the death of the Joint Holder, the Bank has executed a payment transaction of another Joint Holder or of a person authorized as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC. After the payment of the shares, the Joint Account is closed.
- IIIA.11. Each of the Joint Holders is jointly and severally liable for all the obligations to the Bank upon the Contract to their full size, including but not only for payment of Bank's charges for Joint Account's opening, maintaining and closure, as well as for execution of transactions on it. In case a Joint Holder is a credit beneficiary or a warrantor on a contract for credit, concluded with the Bank, in case of non-fulfillment of the credit obligations in the terms and conditions of the respective credit contract, the Bank could start a procedure for collection of the debts to the size of the whole amount on the Joint Account, upon the terms of Art.21 of Regulation No 3. The Joint Holders give their explicit agreement for this action with signing the Contract.
- IIIA.12. In case of distraint on the Bank's account of any Joint Holders, all Joint Holders are jointly and severally liable for the available amounts on the Joint Account. As from the day of receiving of the letter of distraint, the Joint Account is blocked for outgoing payment transactions, and the whole available amount on the account is used for the distraint, except when in the letter of distraint is explicitly pointed another clause, for which the Joint Holders have given their consent with signing the Contract.

### IIIB. Transfer of account

- IIIB.1. The Bank offers its customers the service to transfer a payment account (current account and PABO), when the payment accounts are in the same currency and the other account is held with a bank in Bulgaria.

IIIB.2. Information about the terms, conditions and deadlines for transfer of a payment account is available on an electronic carrier- the web site of the Bank [www.postbank.bg](http://www.postbank.bg), as well as on paper upon demand at each Bank's branch.

### IIIC. Individuals accounts, opened via the system for electronic bank service "Internet Banking"

IIIC.1 The Bank offers certain accounts to be accessible for opening via its system for electronic bank service "Internet Banking". These accounts, together with their terms are explicitly pointed in the applicable Interest bulletin for individuals. The option is available only to existing Customers of the Bank, opening accounts on their own behalf: major and sui juris individuals, whose data in the Bank system is up to date, who dispose of at least one active bank product and are registered and use the system for electronic bank service "Internet Banking".

IIIC.2.1. The Customer can open accounts under Art.IIIC.1 using the functionalities of the system for electronic bank service "Internet Banking". For this purpose the Customer must legitimize himself to the Bank using the assigned to him technical/electronic means for identification and signing as per the General Terms and Conditions of Eurobank Bulgaria AD Governing the Electronic Bank Service "Internet Banking" for Individuals and Corporate Customers (GTCIB), in accordance with what has been specifically negotiated between him and the Bank in regards to the use of the "Internet Banking" service.

IIIC.2.2. Before the conclusion of the account contract, the Bank provides all necessary pre-contractual information under the form of electronic documents via the system for electronic bank service "Internet Banking", and the Customer confirms that it has been provided and that he accepts it.

IIIC.3.1. The account contract is concluded under the form of electronic document as per the Electronic Document and Electronic Trust Services Act (EDETSA).

IIIC.3.2. The electronic signature put by the Customer through the assigned by the Bank to him/her technical/electronic means for identification and signing via the electronic bank service "Internet Banking" on the electronic documents of the Bank, applicable to opening and maintenance of the relative bank account, represents an irrevocable will statement by the Customer for conclusion of the contract for the relative bank account under the terms offered by the Bank as per the applicable Interest Bulletin for individuals valid as of the date of the account opening, as well as an unconditional consent for acceptance of the current GTC, the GTCIB, the Tariff of the Bank and its Interest bulletin, applicable to individuals.

IIIC.3.3. On behalf of the Bank the contract is signed electronically via the means, described in the GTCIB.

IIIC.3.4. The Customer and the Bank agree that:  
a/ they acknowledge that in the relations between them, the value of the electronic signature, pointed in Art.IIIC.3.2 and IIIC.3.3 is the same as that of the hand-written signatures.  
b/ the original of all electronically signed documents: contract and attachments- indivisible part to it, as well as of the payment orders for payment operations on the account will be kept electronically by the Bank and the Customer will have access to the signed contract and payment orders, as well as the possibility to reproduce them in his profile in the system for electronic bank service "Internet Banking". Upon written request to the Bank, the Customer has the right to receive a copy of those documents in paper medium.

IIIC.4.1. By signing the contract, the Customer gives his explicit consent its execution to start as of the date of the account opening (defined as per Art.IIIC.5).

IIIC.4.2. Payment operations from the accounts opened via the system for electronic bank service "Internet Banking" can be initiated and executed as follows:  
a/ payment orders, provided to the Bank through the system for electronic bank service "Internet Banking", following the requirements of the GTCIB.  
b/ payment orders, executed in a Bank office, if the relative bank product allows it, personally by the Account holder or by a person, authorized by him as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC.

IIIC.5. The date of the electronic signing of the contract for the opening of the relative account by both sides (in case of signing on different dates – the later date) is considered as a date of opening of the account via the system for electronic bank service "Internet Banking" as well as for a date of conclusion of the contract for the relative account. If this date is a non-working day or the electronic signing is performed after 5:00 pm during a working day, the next working day is considered as a date of contract entry in force and as a date of opening of the account.

IIIC.6. The closure of accounts, opened via the system for electronic bank service "Internet Banking" and the termination of contracts for such accounts is made only in a Bank office personally by the Account holder or by a person explicitly authorized by him as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC.

IIIC.7. A customer, who is a "Consumer" under the meaning of the Distance Provision of Financial Services Act (DPFSA) has the right to withdraw from the concluded contract, without compensation or forfeit being payable and without giving any reason, within a period of 14 days beginning from the date of contract entry in force, defined as per Art.IIIC.5. This right can be exercised only in the pointed deadline and only personally and in written by the Account holder – by visit at an office of the Bank and filing of notification with register number and date or by sending a notification to the Bank with registered mail or courier with receipt notice to its management address– Sofia 1766, Vitosha Region, 260 Okolovrasten pat Str. The deadline is considered observed if the withdrawal notification has been sent to the Bank by registered mail or by courier with receipt notice before the expiration of the 14-days period. In case the Customer exercises his right of withdrawal:  
a) not later than 7 (seven) calendar days from the date of the withdrawal notification sending by registered mail or by courier with receipt notice or by its filing at a Bank's office, the Customer is obliged to pay to the Bank the provided financial services, i.e. all obligations, arising from the contract for the period from the date of its entry in force as per Art.IIIC.5 until the date of their full repayment. The Bank can ex- officio collect the amounts owed to it from the account balance, for which it is considered the Customer has given his explicit preliminary irrevocable written consent and order for it, by signing the contract for the account opening and the acceptance of the current GTC, which are an inseparable part of it;  
b) not later than 30 (thirty) calendar days from the date on which the Bank has received the withdrawal notification from the Customer, the Bank closes the account and transfers the available balance on it (principle and interest as per the contract terms since the date of its entry in force as per Art.IIIC.5 until the date of the account closure, decreased with the amounts due to the Bank as per Art.IIIC.7, subpoint "a") to the customer either on another bank account in the same currency pointed by him or in cash at an office of the Bank.

IIIC.8. If the Customer does not exercise his right for withdrawal in the pointed deadline or if he does not fulfil his obligations as per Art.IIIC.7, subpoint "a", the Contract stays valid and the Customer is obliged to fulfill his contract obligations. In this case the contract termination and the account closure are performed as per the regulations of the current GTC.

IIIC.9. For the issues that are not explicitly regulated in the current section, the regulations of the current GTC, the GTCIB, the applicable Bank Tariff and Interest Bulletin for individuals, that represent attachments- inseparable part of the account contract, shall be applied. Those documents are provided on durable medium by being published on the Bank's Internet page (<http://www.postbank.bg>).

IV. Payment services provided to individuals bank accounts

IV.1. The Bank provides the following payment services on current accounts and PABO (for PABO- only in Bulgarian lev and the payment services are provided on the territory of the Republic of Bulgaria):  
IV.1.1. deposit and withdrawal of funds in cash to and from the account;  
IV.1.2. ordering and receiving of funds from and to the account by credit transfer, including ordering periodic payments;  
IV.1.3. payment by and execution of direct debit on the account;  
IV.1.4. ordering and receiving of funds from and to the account by cash money transfers;  
IV.1.5. execution of payment operations with funds from the account via remote access to the account (payment cards, Internet banking, Mobile banking, etc.) under the rules and conditions negotiated in a separate contract.

IV.2. The Bank provides the following payment services on deposit accounts:  
IV.2.1. deposit and withdrawal of funds in cash to and from the account;  
IV.2.2. ordering and receiving of funds from and to the account by credit transfer to and from another account opened with the Bank. The deposit account cannot be opened and initially credited by an incoming transfer from another bank. From deposit account no outgoing or incoming credit transfers to/ from another Bank can be performed.

IV.3. The Bank provides the following payment services on savings accounts:  
IV.3.1. deposit and withdrawal of funds in cash to and from the account;  
IV.3.2. ordering and receiving of funds from and to the account by credit transfer;

IV.4. The Bank provides the following payment services on electronic money accounts:  
IV.4.1. deposit and withdrawal of funds in cash to and from the account;  
IV.4.2. receiving of funds to the account by credit transfer;  
IV.4.3. receiving of funds to the account by cash money transfers;  
IV.4.4. execution of payment operations with funds from the account via remote access to the account through prepaid card, issued by the Bank under the rules and conditions negotiated in a separate contract.

IV.5. In the contract for electronic money account the parties may agree the execution also of other types of payment services, besides the above-listed, including but not only: ordering of funds from the account by credit transfer, including orders for periodic payments; ordering of funds from the account by cash money transfers; payments through and execution of direct debit on the account.

### V. Maintenance and execution of transactions from/to individuals bank accounts

V.1. The maintenance and the execution of transactions from/to with individuals accounts and the provision of payment services to individuals is performed by the Bank pursuant to the regulations of Commercial Act, Obligations and Contracts Act, Credit Institutions Act, LPSPS, Regulation No 3 and of other relevant regulations of the current legislation, the signed Bank Account Contract, as well as in compliance with the Interest bulletin and the Tariff of the Bank.

V.2. Payments shall be executed only up to the amount of the balance of the Account over the blocked minimum balance, required by the Interest bulletin of the Bank, and over the amount blocked as per a distraint letter or based on other grounds pursuant to the bank account contract, the present GTC and the applicable legislation. In case there is an overdraft allowed on the Account, payments can be processed up to the exceeding amount agreed with the Bank. No partial payments are allowed on separate credit transfers, direct debits respectively. An exception is made only in case of ex- officio collection in the established order, as well as in case of execution of corrective transfer as per the applicable legislation.

V.3. The Bank performs payment operations in the terms, defined in the Tariff of the Bank.

V.4. The Account holder may deposit and withdraw amounts to/from the account in any financial center of the Bank within the country.

V.5. The Bank accepts deposits in cash and non-cash transfers to the account of the Account holder, regardless of the payer/ depositor of these operations.

V.6. Upon execution of transactions to/from the account, the Bank does not verify the legal grounds of the deal from which the payment has resulted, unless the legislation requires otherwise. Nevertheless, the Account holder shall not use its accounts with the Bank for the purpose of or in connection with any illegal activity, including but not limited to proliferation of weapons for mass destruction, terrorism financing, money laundering, fraud, etc. The Bank shall not be held responsible for the ordinary intermediary bank services provided in connection with deals of the Account holder, which are concluded in infringement of legislative acts.

V.7. In case of impossibility for the Bank to execute its obligation to perform due diligence in accordance with the applicable legislation, as well as in case of data that the account is used for one or more of the activities as per Art.V.6., the Bank has the right to block for up to 3 months all payment accounts of the Account holder and not to execute payment operations on the accounts, including incoming and outgoing transfers, for which by accepting the current GTC, the Account holder grants his/her explicit and unconditional consent to it. The Bank has the right to return the incoming transfers to the accounts, blocked after the current article to the respective ordering parties. When blocking the account, the Bank may notify the respective law-enforcing bodies.

V.8. Account holder with the Bank can register himself/herself for the basic functionality of the Internet Banking. Upon initial registration s/he inputs full name, EGN (respectively analogue data for an Account holder who is foreign individual), e-mail address and telephone number. In case the data are correct and the e-mail address and the phone number coincide with the current customer data on the concluded account contract, the Bank sends to the Account holder e-mail address a link for registration confirmation and for password creation, and to the telephone number – confirmation code for the created password. After successful registration, the Account holder is granted access to information about the balances and the transactions on his/her accounts with the Bank, and also the possibility to submit electronically payment orders for credit transfers between his/her own accounts with the Bank, including installments on his/her credit cards.

V.9. Each customer is obliged to cooperate in maximum to the Bank when necessary in order to clarify the essence of the transaction performed by him/her and to immediately provide the Bank with any additional information or documentation, which may be required in line with the Law on Measures against Money Laundering. In case the required information and/or documentation is not promptly submitted or is found to be inaccurate or incomplete, the payment order may not be executed.

V.10. The Account holder shall manage and/or dispose of the amounts on the account only by using standard payment documents and shall bear the whole responsibility for the correctness of the information filled-in in the payment documents. Payments shall be executed in the chronological order in which the payment documents have been submitted to the Bank.

V.11. Payment orders are given only in written.

V.12. The Bank executes the orders of the Account holder according to the data filled-in into the payment order. In case of discrepancy on the pointed International Bank Account Number (IBAN), the Bank does not bear a responsibility for non-execution or inaccurate execution of the payment operation. If in such case the Bank refunds the amount to the account, the Account holder owes a fee according to the Tariff of the Bank.

V.13. The Account holder may not cancel the order for payment transfer after its receiving at the Bank. When such cancellation is acceptable according to current

- GTC or the Contract for bank account, the request for cancellation should be submitted by the Account holder in a written form at an office of the Bank. Upon the withdrawal of consent for execution of a sequence of payment transfers, all further payment transfers shall be considered unauthorized.
- V.14. If the Bank and the Account holder have been negotiated the payment order (direct debit included) to be executed on an appointed day or on the day, following some term or on the day when the Account holder provides the necessary amount for execution of the transfer, the Account holder may cancel the payment order not later than the end of the working day before the agreed day for debiting his/her account.
- V.15.1. The Bank performs orders for direct debit from a customer's account upon presence of the following conditions:
1. Preliminarily given by the customer Consent for direct debit on the respective account.
  2. The account of the customer (payer) has sufficient available funds for the execution of the order for direct debit. The balance must cover the amount, for which order for direct debit has been received, as well as the fees for the execution of the direct debit service, payable by the customer.
  3. The conditions, stated by the customer, for the execution of the order for direct debit, are fulfilled.
- V.15.2. The Bank has the right to refuse the execution of order for direct debit in case the stated above conditions are not fulfilled within 5 working days from the receiving of the order for direct debit.
- V.15.3. The Customer is obliged to point in the Consent for direct debit on the respective account the maximum amount, for which the Consent is valid. The Bank and the Customer agree that the maximum amount pointed by the Customer in the Consent for the direct debit will represent the value expected by the Customer of the payment operations, that will be performed as a result of the Consent for direct debit, for the purposes of Art.82, para.1, p.2 of the LPSPS and the Bank will not execute payment operations exceeding the maximum amount pointed by the Customer. In relation to the stated in the previous sentence, the Customer will not have the right to request from the Bank to refund amounts on payment operation executed on the grounds of the Consent for direct debit, in case the payment operation does not exceed the maximum amount pointed by the Customer in the Consent for direct debit. Besides, the Customer will not have the right to refund amounts on payment operation, executed on the grounds of the Consent, also in the cases when the Bank or the beneficiary of the funds has given or provided at the disposal of the Customer information on the forthcoming payment operation in a contracted way at least 28 days before the date of the execution of the payment operation.
- The above stated rules will not be applied and the Customer will have the right to refund amounts on payment operation, executed on the grounds of Consent for direct debit, in case of a direct debit under Art.1 of Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in Euro and amending Regulation (EC) No 924/2009 ("Regulation 260/2012"). In such a case the Customer has to file a written request with the Bank for refunding the amounts on the payment operation not later than 56 days from the date, on which the account has been debited. Up to 10 working days from the date, on which the request has been received, the Bank refunds the whole amount of the payment operation.
- V.16. In case of refusal for execution of a payment transfer, the Account holder may receive information for the refusal at the Financial Center of the Bank, where the payment order has been submitted for execution, except in the cases when the provision of this information is not allowed by the applicable legislation.
- V.17.1. The Bank bears responsibility to the customer for the exact and timely execution of the payment operations as per the terms and conditions of the acting legislation, unless if it proves that the provider of payment services of the beneficiary bears the responsibility.
- V.17.2. In the cases when the Bank bears responsibility as per the article above, it refunds the amount of the non-executed or inaccurately executed payment operation and, when applicable, restores the available balance on the account as it would have been before the execution of the inaccurately executed operation. The value date for crediting of the account of the Customer- payer is not later than the date, on which the account has been debited with the amount of the payment operation. In case of non-executed or inaccurately executed payment operation the Bank, upon request, starts actions to follow the payment operation and notifies the Customer for the result, without requesting the Customer to pay fees for that.
- V.17.3. When the Customer is a beneficiary on a payment operation and the Bank is responsible for the non-executed payment operation, it immediately reflects the amount of the payment operation on the account of the Customer with a value date not later than the date, on which the payment operation should have been reflected.
- V.17.4. In case the payment operation is ordered by or via the beneficiary of the funds and the Bank is responsible for the non-executed or inaccurately executed payment operation, the Bank refunds to the Customer- payer with no groundless delay the amount of the non-executed or inaccurately executed payment operation, as well as the amounts, needed to restore the account as it would have been before the execution of the inaccurately executed payment operation. The value date of the crediting of the account is not later than the date, on which the account has been debited with the amount of the payment operation.
- V.17.5. The Bank bears responsibility to the Customer for restoring all fees, paid by the Customer, as well as for restoring all interests, accrued in result of the non-execution or inaccurate, including delayed, execution of the payment operation.
- V.18. In case the Customer notifies the Bank about an unauthorized payment operation, performed fraudulently by a third person, the Customer must notify the competent bodies of the Republic of Bulgaria and present evidences about it to the Bank. With the acceptance of the current GTC, the Customer confirms that he is aware that if he does not present such evidences, the Bank may consider this fact, including if there are other doubts in this direction, as an indication for reasonable doubt for fraud and to notify the competent bodies in the Republic of Bulgaria and to refuse to restore the value of the unauthorized payment operation in accordance with Art.79, para.1, sentence 1 from LPSPS.
- On the grounds of the written notification received by the Customer in the term, pointed in Art.VIII.3 below, the Bank, in accordance with its internal procedure, initiates actions for resolving the case of the disputed payment operation (including actions towards the provider of payment services of the beneficiary of the funds on the payment operation, in the cases when the payment order had been received via the beneficiary of the transfer and his provider).
- Immediately after the conclusion of the procedure for verifying the authenticity and the accurate execution of the disputed payment operation, the Bank informs in written the Customer about its decision on the objection received.
- In case the above mentioned procedure is finalized in the working day, following the day when the written notification for the unauthorized payment operation was received and the Bank considers the written notification to be grounded, including when the unauthorized payment operation is not a result of a fraud on behalf of the Customer, the Bank immediately restores the value of the unauthorized payment operation.
- In case the procedure is not finalized in the term pointed in the paragraph above, the Bank immediately restores the value of the unauthorized payment operation not later than the end of the working day, following the day when the written objection was received and blocks the restored amounts in the Customer account until the conclusion of the procedure. If after the internal procedure's end
- the Bank considers the written notification of the Customer to be grounded, it immediately releases the amounts blocked.
- In all cases of restoration, the value date of Customer account crediting is not later than the date, on which the account has been debited with the amount of the unauthorized payment operation.
- In the cases, when after the conclusion of the internal procedure, the Bank considers the written notification of the Customer to be unreasonable or in case the unauthorized payment operation is a result of fraud on behalf of the Customer, the Bank refuses the restoration of the funds/ debit in its benefit the account of the Customer with the amount of the restored and blocked funds on the Customer account, for which with the acceptance of the current GTC the Customer gives his explicit agreement in accordance with Art.21 from Regulation 3.
- If there are reasonable doubts for fraud, the Bank refuses the restoration of the amount on the disputed payment operation after it has notified about it the competent bodies of the Republic of Bulgaria.
- The Bank restores the amount of the unauthorized transaction also in other cases, when this is required by the applicable legislation.
- V.19. The Bank corrects the executed payment transfer or initiates a procedure for ex-officio correction of errors upon execution of payment transfers, only in case the Customer has notified the Bank in written form without any foundationless delay under the meaning and within the terms of the current GTC and the acting legislation.
- V.20. In case of non-executed or inaccurate executed payment operation due to reasons beyond the Bank's responsibility, the Bank upon receiving written request from the Customer, starts actions to follow the payment operation and notifies the Customer-payer for the result. In case the restoration of the amount of the payment operation is not possible, the Bank, upon written request from the Customer-payer, provides him all the information available at the Bank, which is needed to restore the amounts in the general order.
- V.21. The Bank as a provider of payment services of the beneficiary supplies the amount to the beneficiary of the payment transfer on the same working day after crediting of its own account, except in the cases in which the Bank of the payer is from a country which is outside of the EEA.
- V.22. If the Account holder is an active person of full age, he/she manages the account personally or by a proxy, authorized with a power of attorney with explicit will for disposition acts with the account or with the funds in the account. The Bank accepts only the following power of attorneys:
- 1) Power of attorney with a notary certification of the signature or of the signature and the content; the certification shall be made (a) by Bulgarian notary after May 2016 or (b) by Bulgarian diplomatic or consular office abroad and in this case the first time when it is presented to the Bank shall be not later than 1 (one) year after the date of its certification;
  - 2) Power of attorney in accordance with the Bank's form, signed in front of a Bank's employee simultaneously by both – the authorizer and the authorized person.
- For any disposition act the proxy should present the original of the power of attorney and his/her valid identification document.
- After the power of attorney has been accepted by the Bank, disposition/ acts with the account and with the funds in the account, executed by a proxy are allowed in all Bank's offices.
- V.23. For disposition with the accounts the individual ordering the transaction shall present a valid ID document, and for disposition with a term deposit – valid ID document and Term Deposit Contract. In case he/ she does not present a Term Deposit Contract, a disposition of the account is possible only after payment of charges according to the Bank's Tariff for issuance of Contract duplicate.
- V.24. The Bank has the right to refuse to accept a power of attorney in case of non-compliance with its requirements for work with powers of attorney, such as, but not limited to: if upon its discretion the scope of the representative authority of the proxy is not clearly and unambiguously defined; if in the power of attorney there is a condition for cancelation of the proxy rights or a condition for execution, which is out of the Bank control or upon Bank's discretion creates difficulties beyond the ordinary for account maintenance; if the Bank cannot perform check for the power of attorney in the relative registers, to which it has an official access; if the Bank cannot receive a written confirmation for the validity of the power of attorney by the authorizer; upon doubts for the authenticity of the power of attorney or for any illegal acts or others of the kind.
- V.25. The Bank performs formal checks on the presented power of attorneys and the signatures on them. The Bank has the right to ask to receive an explicit written confirmation by the authorizer for the validity of the power of attorney, if it is not signed in front of a Bank employee, as well as to perform checks of the power of attorney in registers, to which it has an official access.
- V.26. The Bank shall not be held responsible for paid amounts and performed disposition actions on the grounds of a power of attorney, if the Bank has not been notified in writing that it has been revoked and if prior the receipt of the notification the Bank in good faith has paid amounts or performed disposition actions of a person who on the grounds of unambiguous facts is authorized to receive the sum or to execute the disposition/act. The Bank ceases the execution of orders made by a proxy, after it has been informed in written that his/her authority is revoked on any of the grounds pointed in the law or in the power of attorney itself, for example such as: withdrawal of the power of attorney by the Account holder; refusal by the proxy; in case the authorizer or the proxy deceases or becomes subject to guardianship; as well as due to expiration of the deadline pointed in the power of attorney and fulfillment of the rights, given with the power of attorney. The written notification for power of attorney withdrawal can be performed personally by the authorizer in any financial center of the Bank.
- V.27. In case the Account holder of the account is a minor or a fully prohibited person, he/she shall be represented by his/ her legal guardians, unless a legislative act provides otherwise. In case the Account holder of the account is a juvenile or a partially prohibited person, he/she acts only with the consent of his/ her legal guardians.
- V.28. Disposition actions with an account with a minor, juvenile or prohibited person as an Account holder are allowed only on grounds of legal permission, issued by the Regional court at the residence address of the person.
- V.29. Upon death of an Account holder of an account at the Bank, disposition actions with funds are performed in accordance with the relevant legislation and after presentation at the Bank of the evidence for the inheritance and for the originated heritage rights.
- V.30. When executing a transaction or a deal from customer's account, the Customer is obliged to observe the requirements of the Law on the Measures against Money Laundering and its Implementing rules and to present the documents, declarations and information required by the Bank in this regard.
- V.31. The balance and the operations on the Bank account are bank secret and information about them is presented only to the Account holder himself/herself or to a person explicitly authorized by him with a power of attorney as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC. Exceptions are allowed only when regulated by law.
- V.32. The Bank accepts and executes distraint letters for blockings of funds in opened at the Bank customers' accounts, as per the relevant legislation. After execution of a distraint letter imposed on a deposit account the Bank ceases to accrue interest on the remaining balance on the account.
- V.33. When the Account holder orders a cross-border transfer amounting to BGN 30 000 or more (or its equivalence in foreign currency) to a country, which is not a member of the EU or EEA and in which the provider of payment services of the

- beneficiary operates, the Account holder shall present at the Bank the information and the documents as per Regulation 28 of the BNB.
- V.34. Current and savings accounts from which no bank transactions have been executed except automatic transaction for a continuous period of 12 months, as well as PABO from which no bank transactions have been executed except automatic transaction for a continuous period of 24 months, as of the date of the last transaction made, are blocked for execution of outgoing transactions made by the Customer. The blocking is removed after initiating any of the following transactions- deposit of funds in cash to the account by the Account holder; withdrawal of funds in cash from the account; ordering of funds from the account by credit transfer, including ordering periodic payments; payment by and execution of direct debit on the account; ordering of funds from the account by cash money transfers by the Account holder or by a person explicitly authorized by him with a power of attorney as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC in every Financial center of the Bank or upon initiative of the Bank due to legal requirements. To an account, blocked as regulated in this article, incoming transfers and cash deposits by third parties are received, payment operations with funds from the account by payment cards, payments of utility services in accordance with Universal Payer agreement and outgoing transfers for paying off debts of the Account holder to the Bank are executed, as well as interest is accrued and fees are applied with regards to the signed Bank account contract. Under the meaning of the current article automatic transactions are incoming transfers, outgoing transfers by Bank's initiative in case of legislation requirements, deduction of fees and accruing of interests, initiated by the Bank in accordance with the current GTC, Bank's Tariff and Bank's Interest Rate Bulletin, as well as with the regulations of the signed Bank account contract.
- V.35. The Bank has the right to block the accounts of the customer and not to allow execution of outgoing transactions from the accounts in case of customer refusal or non-provision within 3-months period of the requested by the Bank update and/or confirmation of the validity of the data and information as per Art.II.5. To an account, blocked as regulated in this article, incoming transfers and cash deposits by third parties are received, payment operations with funds from the account by payment cards and outgoing transfers for paying off debts of the Account holder to the Bank are executed, as well as interest is accrued and fees are applied with regards to the signed Bank Account Contract. The blocking is removed after the provision of the requested by the Bank update/ confirmation of the validity of the data and information or by initiative of the Bank.
- V.36. The Bank does not execute payment transactions that are related in any way with individuals, legal entities, groups, undertakings or countries/ jurisdictions, which are under sanctions or to which financial services are not allowed due to resolutions of the Security Council of the United Nations Organization or regulations and decisions of EU, imposed for the scope of fighting against terrorism financing, preventing the proliferation of weapons of mass destruction or other objectives of the international community laid down in the above decisions or regulations. The Bank also does not execute payment transactions that are related with persons or countries/ jurisdictions, which are under sanctions imposed by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC) and are included in the lists published by OFAC ([www.treasury.gov/Pages/default.aspx](http://www.treasury.gov/Pages/default.aspx)), for which by accepting the current GTC, the Customer grants his/her explicit and unconditional consent to it. By signing the payment order, the customer declares, without the need for further explicit statement by him, that the payment transaction is not related in any way with persons, countries/ jurisdictions or goods that fall within the prohibitions of the regulations of UN, EU or OFAC and acknowledges that the Bank or its correspondent banks may not execute his/her order and/or may block the amount of the payment transaction, if found that persons, countries/jurisdictions or goods, connected to the transaction, fall within the prohibitions of the aforementioned regulations or are included in the above mentioned lists. In case the declaration under the preceding sentence proves to be false, the customer shall indemnify the Bank for all costs and/ or damages suffered by the latter, including financial penalties imposed in connection with the submitted payment order.
- V.37. In case a doubt arises for fraudulent activity, as well as if there is a fraud or a threat for the security on service provision on the Customer's accounts, the Bank ceases the execution of outgoing operations on the Customer's accounts until the respective reasons are removed. The Bank timely notifies the Account holder about the reasons (unless if the provision of such an information is not allowed due to security reasons or legal requirements) on a phone number, provided by the Account holder, including via short text message (SMS), in case the Account holder has requested receiving of SMS notifications in accordance with Art.VIII.4 from the current GTC and on electronic mail, if the Account holder has pointed to the Bank his electronic mail address and/or via the monthly account statement, which the Bank produces and provides to the Account holder in accordance with Art.VIII.1 from the current GTC. The Account holder and the Bank make the needed efforts to maintain and use the pointed media and channels for notification in a way, corresponding to the contemporary technological security standards, does not allow unauthorized persons to use them and protects their integrity. The Bank and the Account holder can negotiate also other mean or channel for notification, providing higher degree of security. The way for notification described in the current article is used by the Bank also in cases of significant operational or security incident, which incident jeopardizes or can jeopardize the financial interests of the Account holder, including for notification for all measures undertaken for restriction of the unfavorable consequences of the incident.
- V.38. In case of opening and maintenance of electronic money account as per Art.III.2.5 from the current GTC, the Bank issues and the Account holder purchases electronic money by nominal value, upon every receiving by the Bank of the respective funds for issuing of electronic money. Each crediting of the account after Art.III.2.5, including depositing of funds in cash, incoming credit transfers, is considered as receiving of funds for issuing of electronic money, respectively for issuing of electronic money. The safekeeping of the electronic money issued is done at the electronic money account as per Art.III.2.5.
- V.39. The electronic money issued by the Bank can be used by the Account holder of the electronic money account as per Art.III.2.5 through execution of payment operations as per Art.IV.4.4 above via pre-paid card, issued by the Bank.
- V.40. The Account holder of the electronic money account as per Art.III.2.5 has the right at any time to demand partial or full redemption of the unused electronic money. The redemption is executed by paying the nominal value of the cash equivalent of the funds available on the electronic money account either in cash or via bank transfer to the selected current account. The right for redemption is exercised by depositing of a written request, as such it is meant each order for cash withdrawal from the account at teller's cash desk, as well as each payment order for credit transfer from the account, including orders for periodic payments, order for cash money transfer, payment through and execution of direct debit on the account, when the latter are foreseen in the contract for electronic money account. The Account holder owes fee for redemption in accordance with the Bank's Tariff, if at least one of the following conditions is met: 1. the redemption is demanded before the expiration of the contract term; 2. the redemption is demanded after more than a year has passed after the contract expiration; 3. The Account holder terminates the contract before its term expiration.
- VI. Interests, fees, commissions and exchange rates**
- VI.1. The Bank accrues an annual interest on the balance in the account as per the current Interest rate bulletin, unless the Contract for the account provides otherwise. The Bank does not accrue interest on electronic money accounts as per Art.III.2.5.
- VI.2. The calculations of the due interests on the balances in the accounts are based on the stipulated in the Interest Bulletin interest rate convention, unless other negotiated in the Contract for the specific bank account.
- VI.3. The Bank may unilaterally change the interest rates, accrued on the accounts, for which it informs its customers in the order provided in Art.X.2 from the current GTC. When the change of the interest rates is more favorable to the customer, they may be applied without preliminary notification.
- VI.4. If the amount in a bank account is withdrawn within certain period from the date of the signing of the contract, stipulated in the respective contract and the account is closed, the Bank does not accrue and does not owe the Account holder interest on the deposited amount.
- VI.5. The Account holder owes the Bank fees and commissions as per the current Tariff of the Bank for opening, maintenance, execution of all kinds of operations on the account, as well as for all other acts, related to the account, explicitly pointed in the Tariff, including in case the account is blocked as per the current GTC. In case the Account holder is a beneficiary of an amount of a payment operation and for this operation the Account holder owes Bank's charges according to the Bank's Tariff, the Bank has the right to deduct the due charges from the received amount and with the rest of the amount to credit the customer's account.
- VI.6. The Bank may unilaterally change the Tariff and the requirement for the minimum accounts' balances, as to introduce new charges and commissions for which it informs its customers in the order provided in Art.X.2 from the current GTC. When the changes in the due fees and commissions are in Customer favour, they are applied without preliminary notice.
- VI.7. For payment operations, which need currency exchange, the Bank uses the applicable currency exchange rate, announced in the bank offices or negotiated with the customer. The Bank has the right to change the currency exchange rate anytime without preliminary customer's notification.
- VI.8. The Bank's Tariff and Interest Rate Bulletin are an inseparable part of the current GTC and the respective contract for bank account. With signing of the respective contract the Account holder declares irrevocably and unconditionally that he/ she is familiar with these documents and accepts that they shall be applied for his/ her relations with the Bank, related to the maintenance of the respective bank account together with all changes or amendments to them which are made under the terms of the current GTC and the contract for bank account.
- VI.9. With signing of the contract for bank account the Account holder gives his/ her explicit consent to the Bank to collect the due charges, including but not limited to fees and commissions, due as per the account contract from the available amount on the account (including when the account is blocked as per the current GTC) and to notify him/ her for the reason, the size and the value date of collected amount under the terms of Section VIII from current GTC.
- VI.10. The Bank collects from the respective account the owed fees and commissions. If there are no sufficient funds at the account, the Bank is entitled to collect the owed fees and commissions from other accounts of the Account holder at the Bank (current, PABO, savings accounts and electronic money accounts), as per the provisions of Art.21 from the Regulation 3.
- VII. Closure of bank accounts. Termination of Contract for Bank Account**
- VII.1. The contract for Bank account is terminated and the bank account is closed:
- VII.1.1. On written order, deposited in the Bank by the Account holder or by a person explicitly authorized by him with a power of attorney as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC- after repayment of all fees and commissions, due by the Account holder and related to the maintenance and servicing of the respective Bank account;
- VII.1.2. Unilaterally by the Bank for termless contracts - after the expiration of a 2-months term from the notification sent to the Account holder, while the Bank is not obliged to motivate its demand for the contract termination and the Account's closure;
- VII.1.3. Unilaterally by the Bank without sending a notification to the Account holder - after the expiry of the term for which the account has been opened, unless negotiated other in the account contract;
- VII.1.4. Unilaterally by the Bank for termless contracts without sending a notification to the Account holder - for accounts which have been blocked pursuant to Art.V.35, which are with no available funds and on which as of the date of the account closure, there are no interest due by the Bank as per the terms of the account contract.
- VII.1.5. Unilaterally and immediately by the Bank without advance notice in case the Account holder fails to perform his/ her obligations under the relevant Bank account contract, the current GTC or relevant regulations of the current legislation, including but not limited to refusal or failure to submit within the corresponding period the respective documents and information required by the Bank under the terms of the account contract and/or under these GTC, as well as in the cases as per Art.V.7 above.
- VII.1.6. PABO can be closed unilaterally by the Bank in compliance with the terms and conditions of the LPSPS.
- VII.2. In case of termination of contract for bank account, when the customer has paid the accrued charges in advance, the Bank refunds the paid charges in proportion to the term of the termination.
- VII.3. With termination of the contract for bank account all other payment instruments for remote access are also terminated.
- VII.4. In the cases where a payment instrument (instruments) for remote access to the account has been issued, the account may be closed on request of the Account holder only after termination of the contract (contracts) for usage of the respective payment instrument (instruments).
- VIII. Accounts Statements**
- VIII.1. With execution of payment operations on the bank account, the Bank prepares a statement with information for the payment transactions on the account and the available amount on it once per month. The Account holder should receive the statement on a paper copy from 1-st to 15-th day of the month, following the month for which the statement refers at any financial centre of the Bank. The statement comprise information as per Art.65 and Art.66 from LPSPS. The Account holder may be informed about the operations on the account by requesting SMS notification under the regulations of Art.VIII.4, by requesting the receiving of monthly paper statements on a specified by the account holder address for correspondence under Art.VIII.10, by reports from the services Internet/ Mobile banking (in case s/he has signed a contract with the Bank for the service and has requested access via Internet Banking to this account), as well as any other information channel the Bank develops in the future. To the Account holders-Consumers of payment account, the Bank provides also a statement of fees as per Art.106 from the LPSPS with a minimum content as per Art.107 from the LPSPS. The statement is received upon request, free of charge, once per year on a paper copy in any financial centre of the Bank, and without revoking this right, the statement can be received also via the service "Internet Banking", if the Account holder has concluded contract with the bank for that service and has requested an access to the respective payment account via the service "Internet banking".
- VIII.2. With no impediment to Art.V.31, the Bank may present Account statement for the transactions made and the available balances only to the Account holder or to a

- person explicitly authorized by him with a power of attorney as per the Bank's requirements under Art.V.22 and the subsequent ones of the current GTC.
- VIII.3. If the Customer has not completed his/ her obligation under Art.VIII.1 or the Bank does not receive an objection in a written form from the customer within 60 days from the day of the execution of the respective payment operation, the Bank considers that the customer has received and has approved the content of the statement and payment services in it. Notification to the Bank after this term should be considered as foundationless delay on the part of the Customer.
- VIII.4. The Account holder has right to state in writing to the Bank, using a form prepared by the latter, his/her will to receive short text messages (SMS) to a specified by him/her mobile phone number upon a successful execution of payment operations to his/her bank accounts and for other negotiated in the current GTC, as follows:
- VIII.4.1. For current and PABO accounts: for operations under Art.IV.1.1, IV.1.2, IV.1.3, IV.1.4, as well as upon blocking of the account on the grounds of Art.V.35;
- VIII.4.2. For savings accounts: for operations under Art. IV.3.1 and Art. IV.3.2, as well as upon blocking of the account on the grounds of Art.V.35;
- VIII.4.3. For deposit accounts: information for upcoming maturity of the deposit;
- VIII.4.4. For electronic money accounts: for operations under Art. IV.4.1, IV.4.2 and IV.4.3;
- VIII.4.5. For the accounts, specified in Section IIIA, the service under Art.VIII.4 is not provided.
- VIII.5. By submission of the request under Art.VIII.4, the Account holder grants his/her consent the information about operations, as well as other information concerning the balance and transactions to his/her accounts, which may be considered as bank secret to be revealed by the Bank to the mobile communications suppliers, for the purposes of receiving of SMS.
- VIII.6. Receiving of SMS is suspended in the following cases:
- VIII.6.1. The Account holder states in writing to the Bank his/her wish to suspend receiving of SMS for the entire or part of the information under Art.VIII.4;
- VIII.6.2. Initiated by the Bank, when it is proved that the mobile phone number is not used by the Account holder.
- VIII.7. The services under Art.VIII.4 are offered through the respective supplier of mobile communications, and the Bank is not liable and does not refund paid fees in case of not receiving or delays in receiving of such messages, when not receiving or delays in receiving are due to reasons, out of the control of the Bank, such as: problems with the transmissions communication medium of the respective suppliers of mobile communications, force majeure circumstances and etc., as well as cases of termination of contractual relations between the Bank and the respective supplier of mobile communications, related to the supply of the respective services under Art.VIII.4, regardless the reasons for its suspension.
- VIII.8. The Account holder shall get information from his/her mobile operator for the possibility to receive SMS abroad, and the Bank shall not be liable in case of not receiving of SMS by the Account holder abroad and does not refund the paid fees for them.
- VIII.9. All requested by the Account holder SMS are considered regularly delivered and the Bank shall not be held responsible if they are not received, in case the Account holder has declared a wrong or not complete phone number as well as when s/he has not informed the Bank about a change in the mobile operator that s/he uses or in his/ her phone number.
- VIII.10. The Account holder has the right to declare in written to the Bank, in a form, approved by the latter, his/ her willingness to receive once a month through standard postal service paper statements with information regarding the performed payment operations and the available funds on current, saving and/ or PABO bank accounts with the content, pointed in Art.65 and Art.66 from the LPSPS.
- VIII.11. By submitting a form under Art.VIII.10, the Account holder agrees that information regarding the operations, as well as all other information regarding the available funds and the account movements, which are considered bank secret, will be sent by the Bank via paper statement to the pointed by the Account holder address for correspondence and also declares that s/he undertakes all potential risks for unauthorized access to that information. The Bank does not bear responsibility in case after sending the paper statement, the information inside becomes available to unauthorized for that persons.
- VIII.12. The sending of statement is carried through standard postal service and the Bank is not liable and does not reimburse paid fees at the failure or untimely delivery due to circumstances beyond its control, which cannot be imputed to the Bank, including but not limited to: stated by the Account holder incomplete or wrong address, untimely notification for change of address, force majeure and all other circumstances outside the control of the Bank.
- VIII.13. For activation of the service under Art.VIII.4 and Art.VIII.10 and for each sent by the Bank SMS, respectively paper statement, the Account holder owes a fee according to the Tariff of the Bank. The due fees shall be collected from specified by the Account holder his/ her account with the Bank, and if there are not sufficient funds— from other accounts of the Account holder with the Bank, for which the Account holder grants his/ her consent explicitly by signing of the request for using of services under Art.VIII.4, respectively Art.VIII.10.
- VIII.14. Receiving of SMS as per Art.VIII.4 and/ or by means negotiated between the Account holder and the Bank in the contracts for issuance of payment instruments to the respective account, the receiving of monthly paper statement on an address for correspondence under Art.VIII.10, as well as the reports via Internet Banking service, do not discharge the Account holder of his/ her obligations under Art.VIII.1 of the current GTC. The Bank and the Account holder declare that the submission of the abovementioned services by the Bank is only for information purposes and the Bank will keep its obligations to the Account holder under Art.65 and Art.66 from the LPSPS as specified in Art.VIII.1, VIII.2, VIII.3 of the current GTC.
- VIII.15. The Account holder is obliged to immediately notify the Bank in case s/he does not receive information for the performed payment operations by the specified by him/ her way and within the respective time, usually needed for that purpose in compliance with the chosen way for communication. In case the Account holder does not fulfill that obligation, s/he does not have the right to claim reimbursement for the already paid by him/ her fees for sending of statements.
- VIII.16. The parties on the bank account contract could negotiate another terms for account statement.
- VIII.17. The Account holder declares that s/he is informed and that s/he agrees that if within 12 (twelve) consecutive months s/he has not received information about the operations and/or the balance on his/her accounts by any of the stated in Art.VIII.1 ways, the Bank is entitled to send him/her information about the operations and/or the balance on the accounts to the latest stated by him/her address, or to contact him/her by any other way, that the Bank considers appropriate, bearing in mind the Account holder's interests. The current regulation does not restrict the application of Art.VIII.3 from the GTC.
- IX. Protection of personal data**
- IX.1. The Bank is processing the personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation). Further information about the purposes of the processing for which the personal data are intended as well as the legal basis for the processing; the categories of recipients of the personal data; the period for which the personal data will be stored; the rights of the data subjects with regards to the processing of their personal data by the Bank and information about their

fulfillment; the contact details of the data protection officer and the rest of the information that GDPR requires to be provided to the subjects is specified in the Privacy Statement which is available on the Bank's website (<http://www.postbank.bg>) and in a hard copy at the Bank's branches.

#### **X. Amendments to the General Terms and Conditions**

- X.1. The Bank has the right to change unilaterally the current GTC, including the Tariff and the Interest Rate Bulletin, including but not only in the cases when this is required by amendment in the applicable legislation, change in the Bank practices for provision of the services, described in the current GTC or change in the specifics of the services, and to provide the changes to the customers via the Bank internet page <http://www.postbank.bg> before their entry into force. At the moment the changes enter into force, they become mandatory for the customers.
- X.2. The Bank provides to its customers the changes in the way described in the previous article, not later than two months before the day on which the changes enter into force, unless if the changes refer to deposit accounts as defined in Art.III.2.3 from the current GTC, as far as in accordance with Art.6, para.4 from Regulation 3 the requirements of chapter 4, section III from the LPSPS are not applied to them. The changes in these GTC referring to deposit accounts, as defined in Art.III.2.3 above, enter in force as of the date on which they were approved by the Bank, unless if the decision for their approval or the applicable legislation foresee a later date of entry in force. The information to the Account holder may contain only notification for the performed change and instruction for the generally accessible way in which the other party may get acquainted with the changed version, as well as the right of the Account holder to immediately terminate the contract.
- X.3. If the customer does not accept the proposed changes, as far as these do not refer to deposit accounts as defined in Art.III.2.3 above, s/he has the right to object by terminating the contract within the two-month term pointed in the previous article (if the changes refer to deposit accounts- within the term, foreseen in the applicable legislation, if such a right is provided for the customer in the acting legislative base), without bearing a responsibility for any charges or compensations. This, however, does not release him/ her from the duty of paying the owed on the contract fees and commissions.
- X.4. If the customer does not notify the Bank in writing that he does not accept the changes and does not terminate the contract under the terms described in previous article, it is considered that the customer has accepted the proposed changes and they become mandatory from the day on which they enter into force.

#### **XI. Additional provisions**

- XI.1. When the technical support of the agreed type of bank account/ deposit becomes impossible and/ or when serious objective grounds lead to ceasing the offering of the respective type of product (current, deposit, saving or electronic money account) and after providing a notice to the Account holder, the Bank has the right to transfer the existing bank accounts in standard account of the same type, and if there are no accounts of the same type- in account of the closest similar type, from the offered by the Bank in the respective moment in compliance with the current Interest Rate Bulletin.
- XI.2. For term deposits with initially negotiated clause for automatic renewal, the transfer under the previous article is made at the expiry date.
- XI.3. For "Current account with payroll" the Bank provides preferential conditions compared to "Standard current account" in terms of the applicable fees and interest rate. The customer has the right to take advantage from these preferential conditions in case s/he receives on a monthly basis his/ her payment from labour, service or civil relationship or other regular income. In case the transfer of payment is suspended for a period of over 3 (three) consecutive months (counting from the date on which the account was last credited with amounts representing such remuneration), on the account will be applied the applicable for "Standard current account" conditions.
- XI.4. All notifications and statements related to the Contract for the account must be made in writing and shall be considered received if by electronic mail, by personal delivery or by registered mail have reached the addresses of the Account holder, stated in the contract, respectively the latest addresses, provided by the Account holder to the Bank, unless if the current GTC or the contract for the account provide otherwise. In case the Account holder changes his/her address, respectively his e-mail address, he/she is obliged to notify the Bank in writing and to point his/ her new address. Until such notification is received, all notifications sent to the latest address/ e-mail address provided by the Account holder to the Bank, shall be considered as received.
- XI.5. The Bank has the right to check all data, information and documents provided by the Account holder with independent sources, as to require additional information and documents, including but not only, recommendation from other banks or other financial institutions and/ or other information authorized from the law, for which the Account holder gives his/her explicit consent by signing the contract for bank account. The Bank has the right to require at any time and the Account holder is obliged to provide updated data and/or additional documents and information or to confirm the validity of the data, documents and the information, that the Bank has about him/her.
- XI.6. The funds in accounts, opened at the Bank are guaranteed under the conditions, provided at the Law on Bank Deposits Guarantee.
- XI.7. The competent body for repayment of the guaranteed funds is the Deposit Insurance Fund of the Bank deposits.
- XI.8. The Deposits Insurance Fund shall guarantee the full payment of funds held on depositor's accounts with a bank regardless of the number and size of the deposits up to BGN 196 000.
- XI.9. The repayment of the guaranteed funds by the Deposits Insurance Fund is done not later than 7 (seven) working days as of: (a) the date of the Bulgarian National Bank's decision for the suspension of the license of the Bank for bank activities; (b) the date of the Bulgarian National Bank's decision determining that the deposits are unavailable and that in its view the bank appears to be unable, for reasons which are directly related to its financial circumstances, to repay the deposits and has no current prospect of being able to do so; (c) the date a judicial authority has rendered an act whereby, for reasons which are directly related to the financial circumstances of the bank, the rights of depositors to make claims against the bank are suspended.
- XI.10. No guarantee shall be provided on deposits arising out of or related to transactions or actions constituting 'money laundering' within the meaning of Article 2 of the Law on the Measures against Money Laundering or financing of terrorism within the meaning of the Measures Against Financing of Terrorism Act, stated with an effective sentence to the date of issuing an act under Art. 20, para.1 from the Law on Bank Deposit Guarantee.
- XI.11. Deposits, whose Account holder has not been identified in compliance with Chapter 2, section V from the Law on the Measures against Money Laundering, to the date of issuance of the act pursuant to Art.20, para.1 from the Law on Bank Deposit Guarantee, are not payable.
- XI.12. In case the Account holder is a consumer under the meaning of the LPSPS, he by signing the contract for a Bank account verifies that he is aware that the Bank has provided at his disposal at its internet page- <http://www.postbank.bg> and in its financial centres a document with information for the fees applicable to the bank account, with content that is compliant to the requirements of Art.103 from the LPSPS, as well as a glossary of the standardized terms with content that is compliant to the requirements of Art.104 from the LPSPS, and that he is acquainted with his right to request from the Bank and in that case the Bank will

provide him free of charge the document with information for the applicable fees and the glossary of the standardized terms on a paper or another durable medium.

- XI.13. In case of receiving of a written objection or complaint at the Bank concerning the relations between the Bank and the respective customer, settled in the current GTC and the contract/ contracts for bank account, the Bank reviews the case and notifies the customer about its decision in written form on paper medium or via electronic message through electronic mail, in 15 working days from the date, on which the objection/complaint was received. By exception, if the Bank cannot provide statement in the deadline above, due to circumstances beyond its control, the Bank is obliged to send to the Customer an answer, where to clearly point the reasons for the delay as well as the deadline, in which the Customer will receive the Bank's decision. Regardless of this, the Bank is obliged to notify the Customer for its decision about the objection/ complaint not later than 35 working days from the date on which the objection/ complaint was received. If the Bank does not notify the customer in the mentioned previously term, or the decision is not acceptable for the customer, the customer may refer the dispute to a Conciliation Committee on Payment Disputes at the Consumer Protection Commission. The address of the Consumer Protection Commission is: 1000 Sofia, 4A "Slaveykov" square, floor 3, 4 and 6. Additional information for the Conciliation Commission on Payment Disputes at the Consumer Protection Commission and the terms for filing a claim is available at the Bank's website-<http://www.postbank.bg>, at "Customer Relations" section, at its financial centres, as well as at the website of the Conciliation Commission on Payment Disputes-<https://abanksb.bg/pkps/>.
- XI.14. The current GTC, Bank's Tariff and Interest Rate Bulletin are available on durable medium– the Bank's Internet page <http://www.postbank.bg>, according to the requirements of par.1, point 8 of the Additional provisions of LPSPS. With the signing of the contract for bank account the Account holder declares that he/ she is completely acquainted with their content at the moment of signing the contract for bank account and he/ she accepts them without any objection.
- XI.15. For the issues that are not regulated in the current GTC and in the contract for the account, 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.
- XI.16. In case the Account holder is not a consumer under the meaning of the LPSPS, based on Art.46, para.5 and Art.67, para.4 of the LPSPS regarding the service of the account(s), opened by the Account holder in the Bank, the orders of chapter IV of the LPSPS and Art.68, para. 1, Art.78, Art.80 (with the purpose of avoiding doubts, without influencing the validity of Art.V.18 above), Art.82, para.2 and 3, Art. 91, 92 and Art.93, para.1 from the LPSPS are not enforced, as the Bank is not liable towards the Account holder based on the above-mentioned in the current article orders and the Account holder cannot make demands in regards to the Bank based on them and/ or decrees of the current GTC, which implement them.

The present General Terms and Conditions are initially approved with a decision of the Executive Committee of Eurobank Bulgaria AD of 5 March, 2009, with latest changes and amendments of 21 December, 2018.