

# GENERAL TERMS AND CONDITIONS FOR OPENING, MAINTENANCE AND CLOSURE OF BANK ACCOUNTS OF BUSINESS ENTITIES AND OTHER LEGAL ENTITIES AT EUROBANK BULGARIA AD

# I. General provisions

- I.1. The current General Terms and Conditions (hereinafter referred to as the GTC) regulate the relations between Eurobank Bulgaria AD, enlisted in the Commercial Register and Register of Non-Profit Legal Persons (CRRNPLP) at the Registry Agency, EIK 000694749, with headquarters in Sofia and management address at 260 Okolovrasten pat Str., with Bank license No B-05/1991 of the Managing Director of the Bulgarian National Bank; competent body on the supervision -Bulgarian National Bank, e-mail address: contact@postbank.bg (hereinafter referred to as the Bank) and business entities and other legal entities (hereinafter referred to as "Customer" or "Customers" as well as "Account holder" or "Account holders") with regards to the opening, maintenance and closure of bank accounts within the Bank and the hereby relations. The General Terms and Conditions are mandatory for the Customers and are an inseparable part of the signed Bank Accounts Contracts. Whenever any discrepancies occur between the regulations of the current General Terms and Conditions and the regulations in the specific bank account contracts or other frame contracts for payment services (if there are such), the regulations of the Contracts shall prevail, while in regards to bank account contracts concluded before 01.02.2010 the regulations of chapters IV, V, VI and VII of the current General terms and Conditions prevail as of 01.02.2010.
- I.2. The current GTC and the individual contracts for accounts opening are concluded in Bulgarian language. The entire communication between the Bank and its Customers related to the GTC and the concluded individual contracts for accounts opening is held in Bulgarian language.
- I.3. For the purposes of the current GTC "business entities and other legal entities" means: legal entities, sole proprietors, budget funded enterprises, civillaw partnership as per the Obligations and Contracts Act, foreign commercial representative offices, natural persons using the services of the Bank in their quality of persons, executing business or professional activity, including but not only free lancers, agricultural producers, persons, providing hotel services and all other persons, that are not consumers under the meaning of the Law on Payment Services and Payment Systems (LPSPS).

### II. Registration of Customers at the Bank

- II.1. For opening of an account at the Bank, the Customer must be registered as a Bank Customer.
- II.2. Upon Customer's registration, its legal representatives, authorized to dispose with Customer's assets, and if agreed- persons authorized by them with a power of attorney, compliant to the Bank requirements as per Art. II.2.4 from the current GTC, should present ID document bearing a photograph and should fill in:
- II.2.1. Form Customer Data as for declaring of false data bear criminal responsibility under the Criminal Code;
- II.2.2. Questionnaire form;
- II.2.3. Declaration for the real beneficial owner under the meaning of §2 from the Additional provisions of the Law on Measures Against Money Laundering (LMAML),as well as other needed documents and information, which the Bank could request in order to fulfill its obligations under LMAML and other applicable legislation;
- II.2.4. If agreed, the Bank can register a Customer, represented by a proxy, authorized by the Customer's legal representatives and in such a case the Bank accepts only the following powers of attorney:
- 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 legal representatives of the Customer, respectively the Customer and the proxy.

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 legal representatives of the Customer, respectively by the Customer 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

- 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 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 Customer's legal representatives, respectively by the Customer; upon doubts for the authenticity of the power of attorney or for any illegal acts or others of the kind.
- II.3. Together with the documents as per Art.II.2., upon registration of Customers—merchants under the meaning of the Commercial Act, Customers—cooperations under the meaning of the Cooperations Act and Customers—non-profit legal entities under the meaning of the Non-profit Legal Persons Act, copies (certified by a notary or with the signatures of Customer's representative and inscription "Identical with the original" placed before Bank officer) of the following documents shall also be presented at the Bank:
- II.3.1. Document for the establishment of the Customer which should present the way of management and representation of the Customer;
- II.3.2. Current Legal Status Certificate, issued by the Commercial Register and Register of Non-Profit Legal Persons (CRRNPLP) at the Registry Agency; or Printout from the Internet page of the CRRNPLP at the Registry Agency of the currently registered circumstances for the respective Customer, verified by its representative/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM":
- II.3.3. For Customers— merchant companies under the meaning of the Commercial Act, which are in the process of registration, a document for Customer's establishment has to be presented.
- II.4. Together with the documents as per Art.II.2., upon registration of Customers, not subject to registration in the CRRNPLP at the Registry Agency—(political parties, religious societies, housing associations, etc.), copies (certified by a notary or with the signatures of Customer's representative and inscription "Identical with the original" placed before Bank officer) of the following documents shall also be presented at the Bank:
- II.4.1. Court certificate of registration at the respective registry court at the residence of the Customer;
- II.4.2. Document for the establishment of the Customer, in which the type of management and representation has been pointed;
- II.4.3. Current legal status certificate, issued not later than one month before its presentation at the Bank by the respective registry court;
- II.4.4. Certificate for the circumstances registered in the BULSTAT register or printout from the Internet page of the BULSTAT register at the Registry Agency of the currently registered circumstances for the respective Customer, verified by its representative/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM";
- II.5. Together with the documents as per Art.II.2., upon registration of Customers companies under the meaning of the Obligations and Liabilities Act, copies (certified by a notary or with the signatures of Customer's representative and inscription "Identical with the original" placed before Bank officer) of the following documents shall also be presented at the Bank:
- II.5.1. Constitutive agreement, where the way of management and representation of the company is indicated;
- II.5.2. Certificate for the circumstances registered in the BULSTAT register or printout from the Internet page of the BULSTAT register at the Registry Agency of the currently registered circumstances for the respective Customer, verified by its representative/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM";
- II.6. Together with the documents as per Art.II.2., upon registration of Customers budget funded enterprises, copies (certified by a notary or with the signatures of Customer's representative and inscription "Identical with the original" placed before Bank officer) of the following documents shall also be presented at the Bank:
- II.6.1. Articles of incorporation or a letter from a state authority which indicates the name of the budget funded enterprise, the type and the conditions of the account;
- II.6.2. Document for authorization of representatives, entitled to represent the respective budget funded enterprise;
- II.6.3. Certificate of BULSTAT registration.
- II.7. Together with the documents as per Art.II.2., upon registration of Customers— foreign legal entities, copies (certified by a notary or with the signatures of Customer's representative and inscription "Identical with the

original" placed before Bank officer) of the following documents shall also be presented at the Bank:

II.7.1. Articles of incorporation, which should present the way of management and representation of the Customer;

II.7.2. Registration act, which should contain information about the full name of the legal entity, the registration country and address of the legal entity, the way of representation and the representatives' names, the number and date of the issuance of the act.

II.7.3. Certificate for the circumstances registered in the BULSTAT register or printout from the Internet page of the BULSTAT register at the Registry Agency of the currently registered circumstances for the respective Customer, verified by its representative/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM". In case the Customer is not registered under the BULSTAT register, its representatives shall fill-in Declaration for the lack of registration pursuant to the BULSTAT Register Act by a sample provided by the Bank.

II.7.4. All documents in foreign language must be certified by the Ministry of Exterior/the competent body of the issuing country and after that legalized by the Bulgarian diplomatic and consular offices in this country or accredited for this country. When legalization is not made by the Bulgarian embassy in the issuing country, such legalization should be made by the respective diplomatic embassy of the issuing country in Bulgaria. If the document originates from a country, which has signed the Convention of Hague of 1961 and is verified with apostille, no legalization from Bulgarian diplomatic or consular office is required, but the document must be accompanied by a translation in Bulgarian, certified by the Bulgarian embassy in the respective country or by the consular section in the Ministry of Exterior of Bulgaria.

II.8. Together with the documents as per Art.II.2., upon registration of Customers – foreign trade representation offices, copies (certified by a notary or with the signatures of Customer's representative and inscription "Identical with the original" placed before Bank officer) of the following documents shall also be presented at the Bank:

II.8.1. Certificate of Registration at the Bulgaria Chamber of Commerce and Industry (BCCI);

II.8.2. Certificate for the circumstances registered in the BULSTAT register or printout from the Internet page of the BULSTAT register at the Registry Agency of the currently registered circumstances for the respective Customer, verified by its representative/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM".

II.9. Whenever the activity of the Customer is subject to licensing, permitting or registering under the regulations of a certain law, copies of the respective license, permission or certificate shall be presented at the Bank too.

II.10. The Bank has the right upon its judgement to request from its Customers additional information and documents as well, including, but not limited to information and documents regarding the real beneficial owner, the structure of ownership and control and the countries, in which the Customer/ the real beneficial owner is local person for tax purposes, the purpose and the characteristics of the relation with the Bank and others.

II.11. If the Customer does not present all the requested documents at the moment of its registration, the Bank has the right upon its judgement to open the account but to not allow transactions from it, until the proper documents are presented within 30 days as of the account opening. If the documents are not presented within 90 days, as of the date of the account opening, the account is closed unilaterally by the Bank and the Customer shall be notified about that as per the regulations of Art.IX.1. of the current General Terms and Conditions.

II.12. The Bank has the right to reject to register a Customer or to open an account without stating its reasons for the rejection.

II.13. Upon any change in the information, provided upon registration, the Customer is obliged to inform about this the Bank in writing, immediately after the changes become effective, and to deposit at a financial center of the Bank copies of the documents, certified with the signature of the representative/-s and inscription "Identical with the original", verifying the respective changes made. Changes in the presented at the Bank documents and/or in the stated circumstances and/or in the article of incorporation, as well as in the representatives, authorized to dispose with Customer's assets, are valid for the Bank as of the moment it has been notified in writing about the changes, regardless of the fact whether these changes are entered in a public register.

II.14. The Bank has the right to verify at any time all data, information and documents provided by the Account Holder via its legal representatives or persons authorized by them using independent sources, as well as to request additional information and documents, including but not limited to recommendations from other banks and financial institutions and/or other information allowed by the Bulgarian legislation. The Bank can at any time request, respectively the Account holder (via its legal representatives or persons explicitly authorized by them to present) is obliged to present to the Bank up-to-date data and/or additional documents and information or to confirm the validity of the data, documents and the information, which the Bank has at its disposal about him.

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

III.1. The Bank opens and maintains accounts for its Customers, as per the current General Terms and Condition, in local and foreign currency, observing the regulations of Regulation No 3 of BNB, Law on Payment Services and Payment Systems (LPSPS), the Law on Credit Institutions and all other applicable regulations of the Bulgarian legislation and the current General Terms and Conditions.

III.2. The Bank opens the following types of accounts:

III.2.1.current accounts- for safekeeping of funds, payable on demand and without advance notice from Bank's Customers, and for execution of payment operations on depositing, transferring and withdrawal of funds;

III.2.2.deposit accounts— for safekeeping of funds, payable at preliminary defined date (maturity) or upon any other preliminary agreed payable terms;

III.2.3. accumulative account— for safekeeping of funds, granted for the initial establishment of a legal entity and for its capital increase;

III.2.4. liquidation accounts— for safekeeping of funds of persons, in liquidation procedure;

III.2.5.special accounts— for safekeeping of funds to persons, in an open insolvency procedure;

III.2.6. accounts to budget spending units – for safekeeping of the funds of the budget spending units and of funds granted to third parties by the budget, extra budgetary accounts and funds, included in the consolidated fiscal program.

III.2.7. special purposes accounts.

III.3. The bank may open also other types of accounts, besides the above listed, upon preliminary contracting of the special terms with the Customer.

III.4. For the opening of the account the legal representatives of the Customer, respectively the Customer or if agreed- a proxy explicitly authorized by them following the requirements of the Bank pointed in art II.2.4 of the current GTC, shall present the following documents:

III.4.1. Request for opening of an account;

III.4.2. Specimen from the signatures of the persons entitled to dispose of the Customer's funds. In case the Customer wants to use seal when disposing of funds at the account, incl. when creating payment orders for execution of transactions to/from the account as per the current General Terms and Conditions, the specimen has to also include the seal the Customer uses. The signature and the seal (if presented) have to be placed before Bank employee or the specimen to be certified by a notary. The specimen must mandatory state the way the disposal of the funds at the account shall be carried out.

III.4.3.A copy of the act with which are authorized the persons, who shall dispose of the funds at the account;

 ${\sf III.4.4.}$  Copies of the ID cards of the persons, authorized to dispose of the funds in the account.

III.5. Together with the documents as per Art.III.4., upon opening of an accumulative account, the following document shall also be presented:

III.5.1. Protocol for establishment of a legal entity/ Decision on capital increase of a legal entity;

III.5.2. The relevant constituent act, as well as a document which indicates which persons are appointed as managers/ managing authority of the legal entity, if they are not indicated in the Protocol/ Constituent act.

III.6. Together with the documents as per Art.III.4., upon opening of a liquidation account, the following document shall also be presented:

III.6.1.Copy of the act for liquidation announcement and for appointment of liquidators, certified by the issuing body;

III.6.2a. Certificate of current legal status of the legal entity which indicates who are the liquidators; or

III.6.2b. Print-out from the Internet page of the CRRNPLP at the Registry Agency of the registered circumstances for the respective Customer, verified by the liquidator/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM".

III.7. Together with the documents as per Art.III.4., upon opening of a special account, the following document shall also be presented:

 ${\rm III.7.1.}$  Court registration for opening of insolvency proceedings in which it is seen who the trustees are;

III.7.2a. Certificate of current legal status of the legal entity which indicates who are the trustees; or

III.7.2b. Print-out from the Internet page of the CRRNPLP at the Registry Agency of the registered circumstances for the respective Customer, verified by the trustee/-s with their signature and text "Up to date as of DD/MM/YYYY, HH:MM".

III.8. The specific conditions for the accounts are contracted in the Account contract between the Bank and the Customers.

# IIIA. Accounts with the option for opening via the system for electronic bank service "Internet Banking"

IIIA.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 legal entities. The option is available only to existing Customers of the Bank, opening accounts on their own behalf: companies and sole proprietors, which are registered in the CRRNPLP and free lancers, 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".

IIIA.2.1. The Customer can open accounts under Art.IIIA.1 using the functionalities of the system for electronic bank service "Internet Banking". For this purpose its legal representative(s) , respectively the Customer and the Authorized User(s) as per the General Terms and Conditions of Eurobank Bulgaria AD Governing the Electronic Bank Service "Internet Banking" for Individuals and Corporate Customers (GTCIB) must personally visit an office of the Bank and request the usage of the service as well as define the active and the passive rights in the system and point the technical/ electronic means for identification and signing on behalf of the Customer, pursuant to the articles of the GTCIB. Harms, suffered by the Customer as a result of action and/or lack of action of the Authorized User(s) pointed by the Customer, are at the Customer's expense.

IIIA.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.

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

IIIA.3.2. The electronic signature put by the Customer representative(s) /legal representative(s) or Authorized holder(s)/ through the assigned by the Bank to him (them) 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 legal entities 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 legal entities.

IIIA.3.3. On behalf of the Bank the contract is signed electronically via the means, described in the  $\mathsf{GTCIB}$ .

IIIA.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. IIIA.3.2 and IIIA.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 visualize 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.

IIIA.4. Payment operations from the accounts opened via the system for electronic bank service "Internet Banking" can be initiated and executed by the legal representative(s) of the Customer, respectively by the Customer -Account holder or by the Authorized User(s) pursuant to the GTCIB, as per their rights, defined by the legal representative(s) of the Account holder, respectively by the Account holdervia

a/ payment orders, provided to the Bank through the system for electronic bank service "Internet Banking", following the requirements of the GTCIB.

 $\ensuremath{\mathrm{b}}/\ensuremath{\mathrm{payment}}$  orders, executed in a Bank office, if the relative bank product allows it.

IIIA.5. The date of the electronic signing of the contract 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 and entry in force 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.

IIIA.6. The closure of accounts, opened via the system for electronic bank service "Internet Banking" and the termination of the contracts for such accounts is made only in a Bank office personally by the legal representative(s) of the Account holder, respectively by the Account holder or by person(s) explicitly authorized by him/them following the requirements of the Bank pointed in art.IV.18. and the subsequent ones from the current GTC or unilaterally by the Bank under the conditions of art. VI.1.4, VI.1.5, VI.1.6 and VI.1.7 of the GTC.

IIIA.7. Upon account closure and its contract termination the Customer is obliged to pay to the Bank all provided financial services, i.e. all obligations, arising from the contract for the period from its conclusion date as per art. IIIA.5 until the date of their full repayment- including due fees and commissions for opening, maintenance and closing of the account, for payment operations made via the account as per the Tariff of the Bank, applicable to legal entities, as well as any other expenditure, made in that regard by the Bank to administrative and/or court body and/or other persons and institutions (if there are such).

IIIA.8 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 legal entities, that represent attachments – inseparable part of the account contract, shall be applied. Those documents are provided on durable medium—the Bank's Internet page (http://www.postbank.bg).

#### IV. Maintenance and execution of transactions from/to the accounts

IV.1. The maintenance and the execution of transactions from/to Customers' accounts is performed by the Bank pursuant to the regulations of Commercial Act, Obligations and Contracts Act, Credit Institutions Act, Law on Payment Services and Payment Systems (LPSPS), Regulation No 3 of the BNB and of other relevant regulations of the current legislation, as well as in compliance with the internal rules, procedures, Tariff and Interest rates bulletin of the Bank.

IV.2. The Bank executes payments from the account only on Account holder's order or after his preliminary consent, and pursuant to the conditions set by him, up to the amount of the available funds and the contracted overdraft. No partial payments are allowed on separate credit transfers, direct debits respectively. An exception is made only in case of forced collection in the established order, as well as of return of amounts credited to the account due to mistakes as per the applicable legislation. The Bank executes payment from Customers' accounts only on the order of persons whose specimen has been provided at the Bank. In case of presenting of payments documents at the Bank on behalf of the Account holder, the Bank checks whether they have been sealed and signed according to the specimen with the authorized persons who have the right to operate with the account at the Bank. The bank does not bear a responsibility if any payment transfers, deposited by third parties, have been executed in case they had been signed and sealed according to the provided specimen at the Bank.

IV.3. The Bank performs payment operations in the terms, defined in the Bank's Tariff.

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

IV.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.

IV.6. Payments shall be executed only up to the amount of the balance of the Account over the blocked minimum balance, required by the Interest rates 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 General terms and conditions 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.

IV.7. 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 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 responsible for the ordinary intermediary bank services provided in connection with deals of the Account holder, which are concluded in infringement of legislative acts.

IV.7a. In case of impossibility for the Bank to execute its obligation to perform due diligence in accordance with applicable legislation, as well as in case of data that the account is used for one or more of the activities as per Art.IV.7., 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 General terms and conditions, the Customer grants his explicit 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.

IV.7b. The Account holder of a special account shall dispose of the amounts on the account through its representing syndic/ syndics only after presenting a decision of the respective district court (the bankruptcy court) for each case of disposition.

IV.7.c. The proxies of the representatives of the Account holder of special accounts may dispose of the amounts on the account after presenting an explicit certified copy by a notary power of attorney for the signature of the respective syndic/ syndics, certificated by Bulgarian notary with notary certified date after May 2016 and after presenting a permission by the Court, as described in previous art. IV.7.b, and after presenting an explicit permission from the district court (the bankruptcy court), with which the Court gives its permission to the syndics to authorize third parties with its rights under the Art.658, par. 1, p. 9 of Commercial Law.

IV.7.d.The Bank checks the correctness of the permission from the bankruptcy court only on its formal side. The Account holder bears the responsibility for presentation of incorrect/ unauthentic documents.

IV.8. The Account holder shall 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.

IV.9. 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 payment transaction. If the Bank refunds the amount on the account of the Account holder, it owes charges according to the Tariff of the Bank.

IV.10. The Account holder or authorized by him/ her person gives its agreement for execution of payment transfer with signing the order for payment transfer.

IV.11. The Account holder may not cancel the order for payment transfer after its receiving at the Bank. When such cancelation is acceptable according to the terms of current General Terms and Conditions or the Contract for bank account, the request for cancelation should be submitted by the Account holder in a written form at an office of the Bank. Upon the withdrawal of agreement for execution of a sequence of payment transfers, all further payment transfers shall be considered unauthorized. For the purpose of the current General Terms and Conditions, the payment order is considered for received at the Bank when it has been signed from the Account holder or other authorized person and the information from it has been entered into the bank's accounting system.

IV.12. When the payment operations are executed by the will of or via the beneficiary, the Account holder may not cancel the order after its presentation at the Bank or when the Account holder has given his/ her consent for execution of payment transaction in favor of the beneficiary.

IV.13. If the Bank and the Account holder have negotiated the payment transfer 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 negotiated day for debiting its account. IV.14. The Account holder as a payer may cancel the direct debits not later than the end of the working day before the day of debiting its account.

The Bank performs payment 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.

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.

IV.14.A. The Account holder is obliged to point in the Consent for direct debit on the respective account the maximum amount, for which the Consent is valid and the international bank account number (IBAN) of the beneficiary. The Bank and the Account holder 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 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 Account holder 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 has given or provided at the disposal of the Account holder information on the forthcoming payment operation in a contracted way at least 28 days before 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 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 Account holder 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 on the payment operation.

IV.15. 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 the cases when this information is not available according to the requirements of the applicable legislation.

IV.16. The Account holder shall not dispose of the amounts on the account by oral orders.

IV.17. The Bank requires mandatory minimum balance on the accounts, determined in the active Interest rates bulletin of the Bank.

IV.18. The legal representatives of the Account holder, respectively the Account holder dispose of the accounts personally or by a proxy, authorized following the requirements of the Bank with power of attorney, containing explicit will for disposal actions with the Account or with the funds in the account. The Bank accepts only the following powers of attorney:

- 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 legal representatives of the Account holder, respectively the Account holder and the proxy.

Each time the proxy disposes of funds in the account, he/she must present the power of attorney in original, together with his/her valid ID document.

IV.19. The Bank performs formal checks on the presented powers of attorney and the signatures on them. The Bank has the right to ask to receive an explicit written confirmation by the legal representatives of the Account holder, respectively the Account holder for the validity of the power of attorney, as well as to perform checks of the power of attorney in registers, to which it has an official access.

IV.20 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 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 legal representatives of the Account holder, respectively by the Account holder; upon doubts for the authenticity of the power of attorney or for any illegal acts or others of the kind. IV.21. The Bank shall not be held responsible for paid amounts and performed dispositions and 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 has effected in good faith payments to or has fulfilled orders from a person who on the grounds of unambiguous facts is authorized to receive the sum or to execute the order/action. The Bank ceases the execution of orders made by a proxy, after it has been informed in written, pursuant to the set by it conditions, 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 proxy deceases or becomes subject to guardianship; due to termination of the legal person who is the Account holder; 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 by the legal representatives of the Account holder, respectively by the Account holder personally in any financial center of the Bank.

IV.22. When executing a transaction or a deal from Customer's account, the Customer is obliged to provide the documents and information required by the Bank in relation to its obligations according to LMAML and to the legal acts on its application, including according to the specific case to provide needed declarations and/or to present other documents or information in that relation. IV.23. Shall the Customer refuse to provide and sign the documents and the declarations required as per art.IV.22, the Bank has the right to reject the execution of the transaction or the deal.

IV.24. The balance and the operations on the Bank account are bank secret and information about them is presented only to the Account holder or to an authorized by it proxy with a power of attorney following the requirements of the Bank pointed in art IV.18. and the subsequent ones from the current GTC. Exceptions are allowed only when regulated by law.

IV.25. The Bank accepts and executes distraint letters for blockings of funds in opened at the Bank accounts, as per the relevant regulation.

IV.26. 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.

IV.27. Current accounts from which no bank transactions have been executed except automatic transaction for a continuous period of 12 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 and withdrawal of funds in cash to and

from the account by the Account holder (through its legal representatives or proxies authorized by them with a power of attorney, following the requirements of the Bank pointed in art IV.18 and the subsequent ones from the current GTC); 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 a representative of the Account holder 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 payment 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 when there is a legislation requirement, transactions for deduction of fees and accruing of interests, initiated by the Bank in accordance with the current General Terms and Conditions, Bank's Tariff and Bank's Interest Rate Bulletin, as well as with the regulations of the signed Bank account Contract.

IV.28. Each Customer is obliged to cooperate in maximum to the Bank when necessary in order to clarify the essence of the transaction performed by its representatives and to provide immediately the Bank with any additional information or documentation, which may be required in line with the LMAML. 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.

IV.29. The Bank is responsible to the Customer for the exact and timely execution of the payment operations as per the terms and conditions of the acting legislation, if the inaccurate or delayed execution is a result of its wrongful act, unless if it proves that the provider of payment services of the beneficiary bears the responsibility. In the cases when the Account holder has notified the Bank for the inaccurate or delayed execution in the deadline pointed in Art. VII.2 below, and the Bank is responsible about it, 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 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. Upon request the Bank starts actions to follow the payment transfer and notifies the Customer-payer for the result, for which it may collect fees. When the Account holder is a beneficiary on a payment operation and the Bank is responsible for non-executing this operation, it immediately reflects the amount of the operation on the account of the Account holder with a value date not later than the date, on which the payment operation should have been reflected. 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 transaction, the Bank refunds to the Account holder 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. IV.30. The Account holder has to make a written objection to the Bank for unauthorized payment operation in the deadline, pointed in Art.VII.2 below. Enough evidences, that the disputed payment operation has not been allowed by his authorized representative, as well as that the unauthorized payment operation is not executed in result of non-compliance to any of his duties as per the current GTC and the respective account contract, are to be attached to the written objection. In case that upon Bank's judgement, the Account holder has presented enough evidences that there is unauthorized payment operation, which is not a result of non-compliance with any of his duties as per the current GTC and the respective account contract, and if that unauthorized payment operation is not a result of a fraud by the Customer, the Bank immediately refunds the value of the unauthorized payment operation and, when needed, restores the account, from which the operation has been made into the condition, in which it would have been before the execution of the unauthorized payment operation. The restoration is to be performed not later than the end of the working day, following the day, on which the Bank has received the written objection by the Account holder for the unauthorized payment operation, unless the Bank has reasonable doubts for fraud and notifies the respective competent bodies about it. The restoration is made with a value date, not later than the date, on which the account has been debited with the amount of the unauthorized payment operation.

The bank restores the amount of the unauthorized payment operation in other cases, where such an obligation exists for the Bank as per the applicable legislation.

IV.31. In case a written objection or a complaint is presented 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

researches the case and notifies the Customer about its decision in Bulgarian language, in written form on paper copy 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 Account holder an answer, where to clearly point the reasons for the delay as well as the deadline, in which the Account holder will receive the Bank's decision. Regardless of this, the Bank is obliged to notify the Account holder for its decision about their 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 Account holder in the mentioned previously term, or the decision is not acceptable for the Account holder, the latter may refer the dispute to a Conciliation Committee for payment disputes at the Consumer Protection Commission. The address of the Consumer Protection Commission is: 1000 Sofia, 4A "Slaveykov" square, floor 3. Additional information for the Conciliation Commission on Payment Disputes at the Consumer Protection Commission is available at the Bank's websitehttp://www.postbank.bg, at its financial centres, as well as at the website of the Conciliation Commission on Payment Disputes- https://abanksb.bg/pkps/.

IV.32. The Bank does not execute payment transactions that are related in any way with persons, 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 and regulations. The Bank does not also execute payment transactions that are related with persons or countries/ jurisdictions, which are under sanctions imposed by 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) and, by accepting the current General Terms and Conditions, 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 specific payment 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.

IV.33. The bank has the right to block the accounts of the Customer, thus not allowing outgoing transactions from them, in case the Customer has rejected or has not provided in 3 (three) months period the required by the Bank update and/or confirmation of the validity of the data and the information under II.14. 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 provision of the required by the Bank update/ confirmation of the validity of the data and the information or upon initiative of the Bank.

IV.34. The Account Holder can dispose of the funds on his/her BGN current account via payment order for credit transfer and/or for payment from/to the budget under the terms of mass payments. For that purpose he presents to the Bank an aggregated payment document - payment order for credit transfer and/or for payment from/to the budget under the terms of mass payments, together with a technical medium, comprising the information required by the bank about the distribution of the total amount into the beneficiaries' accounts, including all requisites of the payment order for credit transfer for each separate payment as stipulated in Regulation No 3 of the BNB.

The account holder bears responsibility for the correctness of all data provided, as well as for the full compatibility between the technical medium, comprising the information about the distribution of the total amount and the payment order for credit transfer and/or for payment from/to the budget under the terms of mass payments. The technical requirements to the files for mass payments execution are provided on durable medium—the Bank's Internet page (http://www.postbank.bg).

IV.35. In case a doubt arises for fraudulent activity, as well as if there is a fraud or a thread for the security on service provision on the Account holder's accounts, the Bank ceases the execution of outgoing operations on the Customer's accounts until the respective reasons are removed. The Bank promptly notifies the Account holder about that (unless if the provision of such an information is not allowed due to security reasons or legal requirements) via one or few of the following communication channels — on phone number, provided by the Account holder, including via short text message (SMS), in case

the Account holder has requested receiving of SMS in accordance with Art.VII.4 from the current GTC and/or on electronic mail, if the Account holder has pointed to the Bank his electronic mail address and/or via the account statements provided to the Account holder in accordance with chapter VII 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, related to the services, provided to the Account holder as per the current GTC and the relative account contract, which incident jeopardizes or can jeopardize the financial interests of the Account holder, including notification for all measures undertaken for restriction of the unfavorable consequences of the incident.

#### V. Interests, fees, commissions and exchange rates

- V.1. The Bank accrues interest on the balance of opened accounts within limits as per the current Interest rate bulletin, unless the Contract for the account provides otherwise.
- V.2. The Bank accrues annual interest on the balance of the accounts using interest rate convention stipulated in the Interest Bulletin, unless the signed with the Account holder contract provides otherwise.
- V.3. The Bank has the right to unilaterally change its Interest Bulletin and Tariff, including to change the interest rates and the required minimum balances on the account, for which it informs its Customers by notifications in the bank offices and on the Internet page of the Bank- http://www.postbank.bg. The changes become mandatory for the Customers as of the day of their entry into force
- V.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 bank account contract, the Bank does not accrue and does not owe the Account holder interest on the deposited amount.
- V.5. The Account holder owes the Bank fees and commissions as per the Bank's Tariff for opening, servicing and performing all kind of operations on the account, including for services stipulated in art. VII of the current GTC, as well as for all other acts, related to the account and explicitly pointed in the Tariff. In cases the Account holder is a beneficiary of a payment transfer and for this operations the Account holder owes charges according to Bank's Tariff, the Bank has the right to deduct the due charges from the received amount and to debit the Account holder's account with the rest of the amount.
- V.6. With signing of the contract for bank account the Account holder grants his explicit consent the Bank to collect from the funds at the account, including if the account is blocked in accordance with the current GTC, all amounts that the Account holder owes to the Bank, incl. the fees and commissions owed under the account contract. The Bank collects the amounts owed to it from the account and if there is no sufficient amount to the account, the Bank is entitled to collect the amounts owed to it from all current accounts of the Account holder at the Bank. The Account holder shall be notified by the Bank under the regulations of section VII of the current General Terms and Conditions and the notification shall bear information about the grounds, amount and value date of the amount collected. In case the account is in a different currency from the currency of the owed amount, the Bank shall apply its market exchange currency rates and the currency differences are at the expense of the Account holder.
- V.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.
- V.8. The Tariff and the Interest rate bulletin of the Bank are an inseparable part of the current GTC and the respective Contract for Bank Account. With the signing of the Contract the Account holder declares irrevocably and unconditionally that he is familiar with these documents and accepts that they shall be applied in the relations with the Bank, related to the maintenance of the respective bank account together with any changes or additions to them at the moment of their application.
- V.9. (revoked as of 26.11.2018).
- V.10. Upon contract termination, the Customer is obliged to pay to the Bank all due fees. Maintenance fee is due monthly and is collected at the beginning of the month, to which it refers. Upon account closure the maintenance fee is not considered as paid in advance and is not reimbursed.

# VI. Closure of accounts

- VI.1. The contract for Bank account is terminated and the bank account is closed:
- VI.1.1. On the order of the legal representative of the Account holder, respectively of the Account holder or of a proxy authorized by them/him with a power of attorney following the requirements of the Bank pointed in art IV.18. and the subsequent ones from 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;
- VI.1.2.In addition, Special account is closed after presenting the following documents by the Account holder to the Bank:
- VI.1.2.a. A copy for the decision of the respective district court (bankruptcy court) for company's deletion from the CRRNPLP, which copy should be certified from the representative of the Account holder; or
- VI.1.2.b. A copy of the court decision, which proves the termination of the procedure of bankruptcy, which copy should be certified from the representative of the Account holder; or
- VI.1.2.c. An explicit written order of the Account holder upon the presentation of decision from the respective district court (bankruptcy court), which has been certified by the representative of the Account holder.
- $\mbox{VI.1.3.In}$  addition, Liquidation account is closed after presenting the following documents:
- VI.1.3.a. A copy for the decision of the respective district court for company's deletion from the CRRNPLP, which copy should be certified from the representative of the Account holder; or
- VI.1.3.b. A copy of the court decision, which proves the termination of the procedure of liquidation, which copy should be certified from the representative of the Account holder: or
- VI.1.3.c. An explicit written order of the Account holder.
- VI.1.4 Unilaterally by the Bank after the expiration of 5 (five) working days from the notification to the Account holder, while the Bank is not obliged to motivate its demand for Account's closure;
- VI.1.5. Unilaterally by the Bank after the expiry of the term for which the account has been opened, unless negotiated other in the account contract;
- VI.1.6.Unilaterally by the Bank, without sending a notification to the Account holder for accounts with zero balances and from/to which only automatic transactions have been executed within the last 12 months, as they are regulated in Art.IV.27.
- VI.1.7. Unilaterally and immediately by the Bank without advance notice- in case of failure of the Account holder to perform its obligations under the Account contract or under the current GTC, 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 Account contract and/or under these GTC, as well as in the cases described in Art.IV.7.a. above.
- VI.1.8. Accumulative account is closed unilaterally by the Bank without sending a notification to the Account holder- for accounts with zero balances and from/to which only automatic transactions have been executed within the last 12 months, as they are regulated in Art.IV.27.
- VI.2. Upon termination of the contract for bank account, all other contracts for payment instruments using for remote access to the bank account are also terminated.
- VI.3. When payment instrument (instruments) for remote access to the account is issued, the account could be closed with a request of the Account holder only after the termination of the contract (contracts) for using of respective payment instrument (instruments).

# VII. Accounts Statements

- VII.1. The Bank notifies in written form the Account holder for every change of the balance on the account, as the Account holder declares before the Bank in written form the preferred way of receiving of statement, and has right once per month to change the way of receiving of statement as follows:
- VII.1.1Sending of statement on the account's transfers to the specified by the Account holder e-mail address/es following the specified by the Account holder periodicity. Statement sending as per current article does not confine Account holder's right as per art. VII.1.2.
- VII.1.2 Providing on paper a written statement for the account transfers with pre-specified by the Account holder regularity. The abovementioned statement shall be made available to the Account holder in the financial center of the Bank in which the contract for the relevant account is signed, and shall be submitted upon request to the Account holder's representative.
- VII.1.3. In case the Account holder has not specifically declared periodicity and/ or ways for receipt of account statements, the Bank prepares a paper statement monthly and it is made available to the Account holder in accordance to Art.VII.1.2, regardless of the fact that the Account holder may also use the additionally provided by the Bank service for electronic banking service "Internet Banking" or SMS notification as per Art.VII.4. below.
- VII.2. If the Bank does not receive a written objection from the Account holder within 15 days from the date of the execution of the payment transfer, it may be considered that the Customer has received and has accepted the content of the statement and executed payment services, and he does not have the right to contest after this term.
- VII.3. With no impediment to Art.IV.24., 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/ her with a proxy following the requirements of the Bank pointed in Art.IV.18. and the subsequent ones from the current GTC.

VII.4. The Account holder is entitled to request in writing from the Bank, using a prepared by the latter template, receiving of short messages (SMS), e-mail respectively at a stipulated by him mobile phone number/e-mail address upon successful execution of payment operations from his accounts or for other, negotiated with the current GTC and/or between the parties, information, as follows:

VII.4.1For current accounts:

VII.4.1.1. Deposit and withdrawal of money in cash to and from the account;

VII.4.1.2. Ordering and receiving of money from and to account, using credit transfer, including orders with periodic execution.

VII.4.1.3. Other information, negotiated by the parties.

VII.4.2For deposit accounts:

VII.4.2.1. Upcoming maturity date of a deposit;

VII.4.2.2. Other information, negotiated by the parties.

VII.4.3 For credit deals:

VII.4.3.1. Upcoming credit instalment;

VII.4.3.2. Credit overdue.

VII.5. By submission of request pursuant to Art.VII.1. and Art.VII.4. the Account holder grants his consent, information on payment services and other information concerning the available funds and transfers to the accounts, which constitutes Bank secrecy, to be provided by the Bank to internet/communication services providers for the purposes of receiving of statements on the transfers on the account and/or notifications for payment operations and other negotiated information to an e-mail address and of SMS.

VII.6. The receiving of SMS, e-mail respectively under Art.VII.4. shall be suspended in the following cases:

VII.6.1. The Account holder declares in writing to the Bank its desire to cease receiving of SMS, e-mails respectively, for the whole or part of the information under Art.VII.4.

VII.6.2. By initiative of the Bank, when it is ascertained that the mobile number/e-mail address is not used by the Account holder.

VII.7. The services under Art.VII.1.1 and Art.VII.4. are provided through the respective provider of internet/ communication services, and the Bank is not liable and does not refund paid fees in case of not receiving or delays 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 providers of internet communications, force major circumstances, etc., as well as cases of termination of contractual relations between the Bank and the respective supplier of mobile/ communication services, related to the supply of the respective services under Art.VII.1.1 and Art.VII.4. regardless the reasons for its termination.

VII.8. The Account holder is obliged to be informed by its mobile service provider about its ability to receive SMS when abroad. The bank shall not be held responsible if the Account holder has not received SMS and shall not refund the collected fees for them.

VII.9. All requested by the Account holder SMS, e-mail notifications respectively, are considered delivered and the Bank shall not be held responsible, if they are not received in case the Account holder has stated wrong or incomplete mobile phone number, e-mail address respectively, as well as when the latter has not informed the Bank for a change in the mobile service provider or in its mobile phone number, respectively the e-mail address.

VII.10.The both parties could determine in the contract other way for bank account's statement.

VII.11. The requests under Art.VII.1., VII.4. and VII.6.1. have to be signed by the legal representatives of the Account holder, respectively by the Account holder or by proxies authorized by them/him with explicit power of attorney following the requirements of the Bank pointed in art IV.18. and the subsequent ones from the current GTC.

# VIII. Protection of personal data

VIII.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.

# IX. Additional provisions

IX.1. All notifications and statements related to the contract for the account must be made in writing, in Bulgarian language, and shall be considered received if by e-mail, by personal delivery or by registered mail have reached the addresses of the Account holder, stated in the contract, respectively the latest address/ e-mail address, provided by the Account holder to the Bank, unless negotiated other in the account contract or in the current GTC. In case the Account holder changes its address, respectively its e-mail address, its

representatives are obliged to notify the Bank in writing and to point the 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.

IX.2. The funds in accounts, opened at the Bank are guaranteed under the terms, stipulated in the Law on Bank Deposits Guarantee.

IX.3. The competent body for repayment of the guaranteed funds is the Deposit Insurance Fund of the Bank deposits.

IX.4. The Deposits Insurance Fund shall guarantee the 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 (one hundred ninety-six thousands leva).

IX.5. The repayment of the guaranteed funds by the Deposits Insurance Fund is done not later than 7 (seven) working days 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.

IX.6. The funds in the guaranteed accounts opened at the Bank shall not be repaid to:

a) other banks when they are made on their own behalf and for their own account:

b) the financial institutions under Art. 3 of the Law on Credit Institutions;

c) insurance and reinsurance companies under Art. 12 of the Insurance Code;

d) pension insurance companies and funds for mandatory and voluntary pension insurance;

e) any investment intermediary;

f) collective investment schemes, national investment funds, alternative investment funds and special investment purpose companies;

g) the budget organizations under the  $\S1$ , p.5 from the Additional Provisions of the Law in Public Finance;

h) the Investor Compensation Fund, the Bulgarian Deposit Insurance Fund and the Guarantee Fund under Article 518 of the Insurance Code.

IX.7. 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.

IX.8. 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.

IX.9. Upon the terms of Art.46, par.5 and Art.67, par.4 from the LPSPS towards the Customers, pointed in Chapter I from the current GTC, the provisions of Chapter IV, the provisions of Art.68, par.1, Art.78 the restrictions in the scope and the amount of the losses, that the Customer can endure, related to unauthorized payment operations as per Art.80, Art. 82, par. 2 and 3 and Art. 91, Art.92 and Art.93, par. 1 of LPSPS are not applicable, and the Bank does not bear the responsibility towards the Customers, based on the mentioned in the current article provisions and the Customers may not claim against the Bank, regardless of the provisions with similar content in the current GTC.

IX.10. The Bank may unilaterally change the current GTC, including but not only in case 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, for which it informs its Customers by posting notifications in the bank offices and on the Internet page of the Bank http://www.postbank.bg. The changes become mandatory for the Customers as of the day of their entry into force.

IX.11. The Current General Terms and Conditions, 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 it is completely acquainted with their content at the moment of signing the contract for bank account and it accepts them without any objection.

IX.12. For the issues that are not regulated in the current General Terms and Conditions 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.

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 26 November 2018.