

**GENERAL TERMS AND CONDITIONS FOR OPENING, MAINTENANCE AND CLOSURE OF ACCOUNTS OF
LEGAL ENTITIES, SOLE PROPRIETORS, COMPANIES AS PER THE OBLIGATIONS AND LIABILITIES
ACT, BUDGET FUNDED ENTERPRISES AND FOREIGN COMMERCIAL REPRESENTATIVE OFFICES
AT EUROBANK EFG BULGARIA AD**

I. General provisions

The current General Terms and Conditions regulate the relations between Eurobank EFG Bulgaria AD, enlisted in the Commercial Register at the Registry Agency, EIK 000694749, with head quarters in Sofia and management address at 14 Tsar Osvoboditel Blvd. (hereinafter referred to as the Bank) and legal entities, sole proprietors, companies as per the Obligations and Liabilities Act, budget funded enterprises and foreign commercial representative offices (hereinafter referred to as "customer" or "customer" as well as "Title holder" or "Title 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 Bank Accounts Contracts, signed between the Bank and its individual customers. Whenever any discrepancies between the regulations of the current General Terms and Conditions and the specific Contracts occur, the regulations of the Contracts shall prevail.

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 or the authorized by them proxies with explicit and certified by a notary power of attorney, issued not sooner than 6 months from the date when presented at the bank, should present ID document bearing a photograph and should fill-in:
 - II.2.1. Questionnaire form
 - II.2.2. Specimen of the seal of the customer and of the signatures of the persons entitles to dispose with customer's assets. The seal and the signatures should be presented before a Bank officer or the specimen has to be certified by a notary.
 - II.2.3. Declaration for the real beneficial owner as per Art. 6, par. 2 from the Law on Measures against Money Laundering, whenever requested by the applicable legislation;
- II.3. Together with the documents as per Art. II.2., upon registration of customers – merchants under the meaning of the Commercial Act and customers – cooperations under the meaning of the Cooperations Act shall also present at the Bank certified by a notary or with the signatures of customer's representative and inscription "Identical with the original" copies of the following documents:
 - 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. Court decision for registration at the commercial register at the respective registry court – for customers, which are registered before 01.01.2008 and have not been re-registered at the Commercial Register at the Registry Agency pursuant to the regulations of the Commercial Register Act;
 - II.3.3. Certificate for current legal status, issued not later than a month before the date of the presentation at the Bank from the commercial register at the respective registry court for the customers as per the previous article;
 - II.3.4. Certificate for BULSAT registration for customers, registered before 01.01.2008 and which have not been re-registered at the Commercial Register at the Commercial Registry Agency, pursuant to the regulations of the Commercial Register Act;
 - II.3.5. For customers which are merchants under the meaning of the Commercial Act and customers – cooperations under the meaning of the Cooperations Act and which have not been registered (re-registered respectively) at the Commercial Register at the Commercial registry Agency:
 - Current legal Status Certificate, issued by the Commercial Registry Agency; **or**
 - Print-out from the Internet page of the Commercial Register at the Commercial Registry Agency of the registered circumstances for the respective customer, verified by its representative/s with their signature and text "I confirm that the current print out is exact copy of the information for the current legal status of, which is accessible on the web page of the Commercial Register at the registry Agency on DD/MM/YYYY, HH:MM";
 - II.3.6. 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 – non-profit legal entities (associations, foundations, political parties, religious societies, community center, 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 BULSTAT registration;
- II.4.5. For non-profit legal entities for community services a certificate for entry in the Register for non-profit legal entities, maintained by the Ministry of Justice.
- 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 of BULSTAT registration.
- 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 if the act.
 - II.7.3. Certificate of BULSTAT registration. 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 for 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 of BULSTAT registration.
- II.9. Whenever the activity of the customer is subject to licensing, permitting or registering under the regulations of a certain law, the Bank shall request also copies of the respective license, [permission or certificate.
- II.10. The Bank reserves the right upon its judgement to request from its customers additional documents as well.
- II.11. If the customer does not present all the requested documents at the moment of its registration, the Bank may open an account but does 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.

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 on Funds Transfers and Payments Systems, Law on Funds Transfers, Electronic Payment Instruments and Payments Systems, the Law on Credit Institutions and all other applicable regulations of 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 form Bank's customers;
 - III.2.2. deposit accounts – for safekeeping of funds, payable upon presentation of withdrawal notice or upon any other preliminary agreed payable terms;
 - III.2.3. accumulative account – for safekeeping of funds, granted by a customer for disposal of its subdivision, or for the initial establishment of the company;
 - 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 spending units and of other funds granted by the budget to third parties;
 - 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 or an explicitly authorized by them proxy, shall present the following documents:
 - III.4.1. Request for opening of an account;
 - III.4.2. Specimen from the seal of the company and from the signatures of the persons which have the right to dispose with the funds from the bank account on behalf of the customer. The signatures and the seal must be placed before the bank employee or otherwise must be certified by a notary. The specimen must explicitly state the way of disposal with the funds in the account.
 - III.4.3. A copy of the act with which are authorized the persons, who shall dispose of the funds at the account;
 - III.4.4. Copies of the ID cards of the persons, authorized to dispose of the funds in the account.
- III.5. Together with 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 documents as per Art. III.4., upon opening of a liquidation account, the following document shall also be presented:
 - III.6.1. Resolution of liquidation announcement and for appointment of liquidators;
 - 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 Commercial Register at the Commercial Registry Agency of the registered circumstances for the respective customer, verified by the liquidator/-s with their signature and text "I confirm that the current print out is exact copy of the information for the current legal status of, which is accessible on the web page of the Commercial Register at the registry Agency on DD/MM/YYYY, HH:MM".
- III.7. Together with documents as per Art. III.4., upon opening of a special account, the following document shall also be presented:
 - III.7.1. Court registration for opening of insolvency proceedings in which it is seen who the trustees are;
 - III.7.2 a. 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 Commercial Register at the Commercial Registry Agency of the registered circumstances for the respective customer, verified by the trustee/-s with their signature and text "I confirm that the current print out is exact copy of the information for the current legal status of, which is accessible on the web page of the Commercial Register at the registry Agency on 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.

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

- IV.1. The maintenance and the execution of transactions from/to individual accounts is performed by the Bank pursuant to the regulations of Commercial Act, Obligations and Contracts Act, Credit Institutions Act, Law on Consumer Loan, Law on Funds Transfers, Electronic Payment Instruments and Payments Systems, Regulation No 3 on Funds Transfers and Payments Systems and of other relevant regulations of the current legislation, the signed Bank Account Contract, as well as in compliance with the internal rules, procedures and Tariff of the Bank.
- IV.2. The Bank executes payments from the account only on Title holder's order or after its consent, and pursuant to the set by it conditions, 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 pursuant to Regulation 3 of BNB, as well as of return of amounts credited to the account due to mistakes. 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 Title 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 have been executed in case they had been sealed and signed according to provided specimen at the Bank.
- IV.3. The Bank performs payment operations in the following terms:
- IV.3.1. Payment orders for outgoing transfers in BGN, performed via BISERA 6 are executed on the same working day, in case the payment order has been received at the Bank until 1.30 p.m. and on the next working day, in case the payment order has been received at the Bank after 1.30 p.m.
 - IV.3.2. Payment orders for outgoing transfers in BGN, performed via RINGS are executed on the same working day, in case the payment order has been received at the Bank until 3.00 p.m. and on the next working day, in case the payment order has been received at the Bank after 3.00 p.m.
 - IV.3.3. Outgoing transfers in EUR within the amount of 49 999.99 EUR (included) to a bank-member of BISERA 7 (within Bulgaria) or outgoing transfers in EUR without limit of the amount to a bank-member of another payment system (within the European Economic Area and Swiss Confederation), which is technically connected to BISERA 7 system and allows transfers of SEPA credit transactions, are executed on the same working day when the order for transfer has been received until 2.00 pm.
 - IV.3.4. Outgoing transfers in EUR within the amount of 49 999.99 EUR (included) to a bank-member of BISERA 7 (within Bulgaria) or outgoing transfers in EUR without limit of the amount to a bank-member of another payment system (within the European Economic Area and Swiss Confederation), which technically connected to BISERA 7 system and allows transfers of SEPA credit transactions, are executed the next working day when the order for payment transfer has been received after 2.00 pm.
 - IV.3.5 Outgoing transfers in currency different from BGN (including for Bulgaria for transfers different from those pointed in art. V.3.3 and V.3.4) are executed on the next working day in case the payment order has been received at the Bank until 12.00 p.m. and on the second working day, in case the payment order has been received at the Bank after 12.00 p.m.
 - IV.3.6. Express outgoing transfers in currency different from BGN (including for Bulgaria for transfers different from those pointed in art. V.3.3 and V.3.4) are executed on the next working day in case the payment order has been received at the Bank until 4.00 p.m.
 - IV.3.7. Super express outgoing transfers in currency different from BGN (including for Bulgaria for transfers different from those pointed in art. V.3.3 and V.3.4) are executed on the same working day in case the payment order has been received at the Bank until 4.00 p.m.
 - IV.3.8. Incoming transfers in BGN and incoming transfers in currency different from BGN from countries-members EU and EEA are executed on the same working day, on which the amount has been received at the account of the Bank.
 - IV.3.9. Incoming transfers in currency different from BGN from countries outside of EU and EEA are executed on the next working day, after the day on which the amount has been received at the account of the Bank.
 - IV.3.10. Interbank transfers are executed on the same working day on which the payment order has been received at the Bank.
- IV.4. The title 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 title 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 Tariff of the Bank, and after deduction of all fees and commissions due for the executed transactions. 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. The Bank shall not be hold responsible for the ordinary intermediary bank services provided in connection with deals of the Title holder, which are concluded in infringement of legislative acts.
- IV.7.a. The Title 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.b. The proxies of the representatives persons of the Title holders 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 and after presenting a permission by the Court, as described in previous art. IV.7.a, 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.c The Bank checks the correctness of the permission from the bankruptcy court only on its formal side. The Title holder bears the responsibility for presentation of incorrect/ unauthentic documents.

- IV.8. The Title 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 Title holder of the account or authorized person according to pointed by him/ her International Bank Account Number (IBAN), Bank Identification Code (BIC). In case of discrepancy on pointed by the Title holder, unique numbers, 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 Title holder, he/ she owes charges according to the Tariff of the Bank.
- IV.10. The Title 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 Title 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 Title 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 considerate unauthorized. For the purpose of current General Terms and Conditions, the payment order is considerate for received at the Bank when it has been signed from the Title 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 Title holder may not cancel the order after its' presentation at the Bank or when the Title holder has given his/ her consent for execution of payment transaction in favor of the beneficiary.
- IV.13. If the Bank and the Title holder have been negotiated the payment transfer to be executed on an appointed day or on the day, following some term or on the day when the Title holder provides the necessary amount for execution of the transfer, the Title holder may cancel the payment order not later than the end of the working day before the day for debiting its account.
- IV.14. The Title 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.
- IV.15. In case of refusal for execution of a payment transfer, the Title 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 applicable legislation.
- IV.16. The Title 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 Tariff of the Bank.
- IV.18. The legal representative of the Title holder dispose of the accounts personally or by a proxy, authorized by a certified by a notary power of attorney, containing explicit will for disposal actions with the funds in the account.
- IV.19. The Bank may reject a power of attorney if the scope of representative authority of the proxy is not stated clearly and unambiguously.
- IV.20. The Bank performs formal checks on the presented power of attorneys and the signatures on them.
- IV.21. The Bank shall not be held responsible for paid amounts and performed disposition actions on the grounds of a notary certified 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 a person who on the grounds of unambiguous facts is authorized to receive it.
- IV.22. When executing a transaction or a deal from customer's account amounting to over BGN 30 000 or its equivalence in foreign currency, respectively over BGN 10 000 or its equivalence in foreign currency for cash transactions, the persons performing the transactions are obliged to declare the origin of the money, as regulated in Art. 4, par. 7 and Art. 7, par. 5, p. 3 from the Law on the Measures against Money Laundering.
- IV.23. The Declaration for the money origin pursuant to the previous point is filled-in also in cases of making more than one transaction or deal, which by themselves do not exceed BGN 30 000 or its equivalence in foreign currency, respectively over BGN 10 000 or its equivalence in foreign currency for cash transactions, but information is available that the transactions or the deals are connected.
- IV.24. In case the customer rejects to present and sign the declaration as per p. IV.22, the Bank has the right to reject the execution of the transaction or the deal.
- IV.25. The balance and the operations on the Bank account are bank secret and information about them is presented only to the Title holder or to an authorized by it proxy with a certified by a notary power of attorney. Exceptions are allowed only when regulated by law.
- IV.26. The Bank accepts and executes distraint letters for blockings of funds in opened at the Bank accounts, as per the relevant regulation.
- IV.27. Upon execution of payments or transfers abroad or to a foreign person within the country, which are equal or exceeding the equivalence of BGN 100 000, the ordering party has to fill-in and present at the Bank Statistical form by a sample, approved by the Bulgarian National Bank.
- IV.28. When receiving transfers from abroad into an opened at the Bank account, amounting to or exceeding the equivalence of BGN 100 000, the Title holder of the account fills-in and presents at the Bank the Statistical form pursuant to the previous point IV.27. within 30 (thirty) days of receipt of notification by the Bank about the incoming transfer.

- IV.29. When executing foreign currency payments or transfers abroad from accounts opened at the Bank and when these payments or transfers exceed the equivalence of BGN 25 000, the ordering party shall present at the Bank the documents provided in Regulation 28 of BNB on Information Collected by Banks about Crossborder Transfers and Payments.
- IV.30. Current accounts from which no outgoing bank transactions have been executed except automatic transaction for a continuous period of 12 months, as of the date of the last outgoing transaction made, are blocked for execution of outgoing transactions made by the customer. The blocking is removed only upon filling an activation request by a representative of the Title holder. Incoming transfers are received to an account, blocked as regulated in this article, as well as interest is accrued with regards to the signed Bank Account Contract. Under the meaning of the current article automatic transactions are 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.31. 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.
- IV.32. In case of receive a written objection at the Bank or a complaint concerning the relations between the Bank and the respective customer, settled in the current General Terms and Conditions and the contract/ contracts for bank account, the Bank researches the case and notifies the customer in 7-days term for its decision. 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 for payment disputes at Commission of Consumer Protection.

V. Interests, fees and commissions

- 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 360/ 360 days as base, unless the signed with the Title holder contract provides otherwise.
- V.3. The Bank may 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>
- 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 Title holder interest on the deposited amount.
- V.5. For servicing and performing operations on the account, the Title holder owes the Bank fees and commissions as per the Bank's Tariff. In cases the Title holder is a beneficiary of a payment transfer and for this operations the Title 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 Title holder's account with the rest of the amount.
- V.6. With signing of the contract for bank account the Title holder gives his/ her explicit consent to the Bank to collect the due charges from the available amount on the account as notify him/ her for the reason, the size and the value date of collected amount under the terms of chapter VII from current General Terms and Conditions. When the account from which the charges are deducted is in different currency from the currency of the due charges, the bank apply its exchange rates and all difference from the exchange difference is on an account of the Title holder.
- V.7. The Tariff and the Interest rate bulletin of the Bank are an inseparable part of the current General Terms and Conditions and the respective Contract for Bank Account. With the signing of the Contract the Title holder declares irrevocably and unconditionally that it 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.8. The Bank may unilaterally change the Tariff and the Interest rate Bulletin. The changes become mandatory for the customers as of the day of their entry into force, for which the Bank informs its customers by notifications on the specific places in the bank offices and on the Internet page on the Bank <http://www.postbank.bg>

VI. Closure of accounts

- VI.1. The Bank accounts may be closed:
- VI.1.1 On the order of the legal representative of the Title holder or of a proxy authorized by them with an explicit certified by a notary power of attorney – after repayment of all fees and commissions, due by the Title holder and related to the maintenance and servicing of the respective Bank account;
- VI.1.2 Unilaterally by the Bank – after the expiration of a 30-days-term from the notification sent to the Title holder, while the Bank is not obliged to motivate its demand for Account's closure;
- VI.1.3. Unilaterally by the Bank – after the expiry of the term for which the account has been opened;
- VI.1.4. Unilaterally by the Bank – for accounts with zero balances and form/to which only automatic transactions have been executed within the last 24 months, as they are regulated in Art. IV.22.
- VI.1.5. Special account could be closed after presenting the following documents by the Title holder:

- VI.1.5.a. A copy for the decision of the respective district court (bankruptcy court) for company's deletion from the Commercial Register, which copy should be certified from the representative of the Title holder; or
- VI.1.5.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 Title holder; or
- VI.1.5.c. An explicit written order of the Title holder upon the presentation of decision from the respective district court (bankruptcy court), which has been certified by the representative of the Title holder.
- VI.1.6. A liquidation account is closed after presenting the following documents:
 - VI.1.6.a. A copy for the decision of the respective district court (bankruptcy court) for company's deletion from the Commercial Register, which copy should be certified from the representative of the Title holder; or
 - VI.1.6.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 Title holder; or
 - VI.1.6.c. An explicit written order of the Title holder.
- 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 Title 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 Title holder for every change of the balance on the account, as providing a written statement for the account's transfers on the working day following the day of the change, with an explicit request from a representative of the Title holder in the office of the Bank. Signature.
- VII.2. If the Bank does not received a written objection from the Title holder within 15 days from the date of the execution of the payment transfer, it may consider that the customer has received and has accepted the content of the statement and executed payment services, and he/ she does not have the right to contest after this term.
- VII.3. With no impediment to Art. IV.25., the Bank may present Account statement for the transactions made and the available balances only to the Title holder or to an explicitly authorized by him/ her representatives with proxy certified by a notary
- VII.4. The both parties could determined in the contract other way for bank account's statement.

VIII. Protection and processing of personal data

- VIII.1. With the filling-in and submitting of a Registration form and with the signing of a Bank Account Contract, the Title holder grants its unconditional and irrevocable consent that the Bank shall process the information about the Title holder, to which it has been granted access upon the signing and execution of the Bank Account Contract, including to present these data to other authorized by it and/or related entities as well as to companies or institutions from the Eurobank EFG Group for the purposes of the execution of the signed contract as well as for other legal purposes.
- VIII.2. With the filling-in and submitting of a Registration form and with the signing of a Bank Account Contract, the legal representatives of the Title holder, as well as the persons authorized to dispose of the account, declare that they have been granted information about the circumstances as per Art. 19, par. 1 from the Law on Protection of Personal Data, that they are familiar with the voluntary character and the conditions about gathering and processing of personal data for the purposes of execution of the respective Bank Account Contract, that they have been notified that they may establish their right to access and correct their personal data, granted pursuant to the registration and the signing of the respective Bank Account Contract on the address of the financial center of the Bank, pointed at the beginning of the respective contract and that they grant their unequivocal and unconditional consent based on Art. 4, par. 1, p. 2 from the Law on Protection of Personal Data that the Bank may process the granted by them personal information, which is personal data, as per the meaning of the Law on Protection of Personal Data for the purposes of execution of the Bank Account Contract.
- VIII.3. With the filling-in and the submission of a Registration form and with the signing of Bank Account Contract, the Title holder agrees that the Bank may process/ use the company information for the Title holder, to which the Bank has been granted access upon the signing and the execution of the contract, for the purposes of advertising/ promoting of Bank's products/ services, by sending of voice and/or written advertising messages and/or notifications for promotions, services or products of the Bank to the Title holder on its address (postal, e-mail, etc.) and/or to the phones of the Title holder, which have been granted by the Title holder in the Registration form and/or in the signed Bank Account Contract.
- VIII.4. The Bank has the right to require from the customer to update the collected information at any time. The Bank has the right to check all information given by the Title holder with independent sources, as to require additional information, including but not only, recommendation from other banks or other financial institutions and/ or other information authorized from the law, for which the Title holder gives its explicit consent by signing the contract for bank account.

IX. Additional provisions

- IX.1. All notifications and statements related to the Contract for the account must be made in writing and shall be considered received if by fax, by personal delivery or by registered mail have reached the addresses of the Title holder, stated in the contract. In case the Title holder changes its 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 old address of the customer shall be considered as received.
- IX.2. The funds in accounts, opened at the Bank are guaranteed by the Deposits Insurance Fund, provided at 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 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.
- IX.5. The repayment of the guaranteed funds by the Deposits Insurance Fund is done not later than 45 (forty five) days as of the date of the Bulgarian National Bank's decision for the suspension of the license of the Bank for bank activities, and as of 01.09.2009 – not later than 20 (twenty) days of the date of the same decision.
- IX.6. The funds in the guaranteed accounts opened at the Bank shall not be repaid to:
- a) persons who have been granted preferential interest rates in deviation from the terms and conditions announced by the bank which the bank is obliged to apply to all its depositors;
 - b) persons who own shares entitling them to more than 5 percent of the votes in the general meeting of the Bank's shareholders;
 - c) members of the Bank's management or supervisory board, or the board of directors respectively, procurators and members of its internal audit bodies;
 - d) individuals who are shareholders in the specialized auditing companies, which have been chosen or assigned after the regulated in the law order to certify the annual financial report of the Bank;
 - e) spouses and lineal relatives as well as the collateral relatives up to second degree, including for the persons under subpoints b, c and d of the current point IX.6.;
 - f) any bank whose deposits are in its name and on its account;
 - g) financial institutions as per Art. 3 from the Law on Credit Institutions;
 - h) insurance companies;
 - i) pension and insurance funds, except for the supplementary compulsory pension insurance funds;
 - j) any investment intermediary whose deposits are in his name and on his account;
 - k) closed-end investment companies, collective investment schemes and special investment purpose companies;
 - l) the government or government institutions;
 - m) municipalities;
 - n) the Deposit Insurance Fund, The Security Investors Compensation Fund and the Guarantee Fund under Article 287 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 if the offender has been convicted and the sentence is effective.
- IX.8. Upon the terms of art. 31, par. 3 and art. 48, par. 2 from the LPSPS towards the customers, pointed in Chapter I from the current General Terms and Conditions, the provisions of Chapter III, the provisions of art. 49, par. 1, art. 56, 58, 59, 68, 69 and art. 70, 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.
- IX.9. The Bank may unilaterally change the current General Terms and Conditions, for which it informs its customers by posting notifications in the bank offices and on the Internet page of the Bank <http://www.postbank.bg>
- IX.10. 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 4 of Additional provisions of LPSPS. With the signing of the contract for bank account the Title 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.
- IX.11. 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 approved with a decision of the Executive Committee of Eurobank EFG Bulgaria AD of 5 March, 2009.