

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

I. General provisions

The current General Terms and Conditions regulate the relations between Eurobank Bulgaria AD, enlisted in the Commercial Register at the Registry Agency, EIK 000694749, with head quarters and management address in Sofia, Vitosha Region, 260 Okolovrasten pat Str., with Bank license No B-05/1991 of the Managing Director of the Bulgarian National Bank; competent body on the Bank's supervision – Bulgarian National Bank, e-mail address: contact@postbank.bg (hereinafter referred to as the Bank) and the individual customers (hereinafter referred to as Account holder or Account holders as well as Customer or Customers) with regards to the opening, maintenance and closure of bank accounts within the Bank (hereinafter referred to as "accounts") and the hereby relations. The General Terms and Conditions 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 regulations in the specific bank account contracts or other frame contracts for payment services (if there are such) occur, the regulations of the Contracts shall prevail.

II. Registration of individuals as bank customers

- II.1. Upon the establishment of business relations with the Bank with regards to the opening of an account, the customers shall fill-in a registration form and for declaring of false data bear criminal responsibility under art. 313 of the Criminal Code. The clients shall present one of the following ID documents:
- II.1.1. For Bulgarian citizens:
- ID card;
 - Driver's licence;
 - International passport, diplomatic passport, official passport, sailor's passport, military ID card, temporary passport, official open list;
- II.1.2. For foreign citizens:
- ID document of a foreigner issued by Republic of Bulgaria;
 - Foreign or international ID document.
- II.2. Pursuant to the regulations of Art. 6, par. 1, p. 2 and par. 3 with regards to Art. 4, par. 1 and 4 from the Law on measures against money laundering, the customers provide the bank with a copy of their identification document, certified with inscription "Identical with the original" and customer's signature.
- II.3. The Bank may require other information and documents in compliance with the acting legislation, including, but not limiting to, official document, certifying the permanent residence country and address, as well as information regarding the countries to which the customer is local for tax purposes.
- II.4. Upon registration of a third person and when opening an account on behalf of a third person, identification document of the registering party and also a copy of the ID card of the third person shall be presented. An account opened by non-authorized party shall be blocked for disposing until the beneficiary of the account (the Accountholder) has not been identified by the Bank pursuant the dispositions of the applicable legislation.
- II.5. When a change in the data presented to the Bank upon the initial registration occurs, the customer is obliged to inform the Bank for the change within 7 days of its occurrence and to present at the Bank the respective evidence for the change.
- II.6. The Bank may reject to register an individual as a Bank customer and to open an account with him/her as a Account holder without stating its reasons for the rejection.

III. Types of individual accounts, opened by the Bank

- III.1. The Bank opens and maintains individual accounts in local and foreign currency, observing the regulations of Regulation No 3 on the terms and Procedure for Execution of Payment Transactions and Use of Payment Instruments, the Law on Payment Services and Payment Systems (LPSPS), 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 individual 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 a predetermined date (maturity date) or upon other preliminary agreed conditions for payment;
- III.2.3. savings accounts – for safekeeping of funds against issuing of a savings book or document, containing similar information;
- III.3. The bank may open also other types of accounts, besides the above listed, upon preliminary contracting with the customer.

III.4. The specific conditions on the account are negotiated in a contract between the Bank and the customer. Throughout the validity of the contract, the customer is entitled to receive the contract conditions, as well as the preliminary information as per Art. 41 from the LPSPS, on paper or on electronic carrier.

IIIA. Joint Accounts

IIIA.1. The Bank opens and maintains accounts with Account holders two or more than two major and sui juris individuals (Joint holders), which for the purpose of current General Terms and Conditions will be considered as "Joint Accounts". IIIA.2. The Bank opens Joint Account after a conclusion of a contract for opening and maintaining of Joint Account (hereinafter "the Contract"), which should be signed by all Joint Holders of the Joint Account. Each Joint Holder could explicitly authorize another Joint Holder to open a Joint Account.

IIIA.3. Each of the Joint Holders could dispose of all available amounts on the Joint Account unilaterally without the need of a consent of the other Joint Holders, unless upon signing of the Contract, the Joint Holders haven't declared that they want to dispose only together.

IIIA.4. For Joint Accounts, the Bank presents payment services for the respective type of account, described in the current General Terms and Conditions, unless other negotiated in the contract for Joint Account, as:

IIIA.4.1. In Joint Accounts where the Joint Holders dispose independently are allowed:

- payment orders for a periodical execution;
- a payment through implementation of a direct debit;
- an execution of payment transactions with payment cards and/ or other similar payment instruments.

IIIA.4.2. In Joint Accounts where the Joint Holders dispose together are allowed:

- payment orders for a periodical execution;
- a payment through implementation of a direct debit.

The Bank offers the described in IIIA.4.1 and IIIA.4.2. payment services based on the concluded written contract, signed by all Joint Holders of the Joint Account.

IIIA.5. Amounts may be transferred to Joint Accounts in cash or non-cash, on the name of all or one of the Joint Holders. After transferring the amount in the account, the disposal is in compliance with the signed contract – together or independently.

IIIA.6. The Joint Holders may perform operations and to dispose unlimitedly with the amounts from the Joint Account together or independently, in compliance with the negotiated in the specific contract for Joint Account. When independently disposal from each of the Joint Holders is negotiated from each of the Joint Holders, the consequences from the actions of each Joint Holder bins the rest.

IIIA.7. The Bank does not bear responsibility for the relations between the Joint Holders in respect to the payment transactions on the Joint Account. The Bank executes the payment orders in order of their reception. In case the payment orders made by one of Joint Holders contradict or are incompatible with other payment order from other Joint Holder, the Bank has the right to refuse the execution of the orders until adjusting the difference.

IIIA.8. A third party has the right to dispose with the amounts on the Joint Account only in case it is properly authorized by all the Joint Holders together.

IIIA.9. If the Joint Holders wish to add new and/ or withdrawal Joint Holder, the Contract is terminated and the Joint Account is closed, . new Contract is concluded and new Joint Account is opened.

IIIA.10. The Joint Holders may close the Joint Account and to terminate the Contract together or independently, in compliance with the negotiated in the specific contract for Joint Account. Closure of the Joint Account is performed under the terms of Art. VII of the current General Terms and Conditions.

IIIA.11. In case of decease of any of the Joint Holders, the Bank terminates the contract and blocks the account from the moment of its acknowledgement. The Bank divides the available amounts on the Joint Account into equal shares between the Joint Holders (after deduction of the Bank's charges). The Bank pays the respective shares to the alive Joint Holders, and the share of the deceased Joint Holders is paid to the inheritors according to Art. V 37 of the current General Terms and Conditions. The Bank does not bear the responsibility towards the inheritors of the deceased Joint Holder if before the notification for the death of the Joint Holder has executed a payment transaction of another Joint Holder or authorized person. After the payment of the shares, the Joint Account is closed.

IIIA.12. Each of the Joint Holders is jointly and severally liable for all their obligations to the Bank upon the Contract to their full size, including but not only for payment of Bank's charges, for Joint Account's opening, maintaining and closure, as to the payment transactions on it. In case the Joint Holder is a Credit beneficiary or a warrantor on a contract for a credit, concluded with the Bank, in case of non-fulfillment of credit obligations in the terms and conditions of the respective credit contract, the Bank could start a procedure for collection of the debts to the size of whole amount, upon the terms of Art. 21 of Regulation No 3 on Funds Transfers and Payments Systems of Bulgarian National Bank, dated on 16-th of July 2009. The Joint Holders give their explicit agreement for this action with signing the Contract.

IIIA.13. In case of distraint on the Bank's account of any Joint Holders, all Joint Holders are jointly and severally liable for the available amounts on the Joint Account. As from the day of receiving of the letter of distraint, the Joint Account is blocked for outgoing payment transactions, and whole available amount on the account is used for the distraint, except when in the letter of distraint is explicitly pointed another clause for which the Joint Holders have given their consent with signing the Contract.

IV. Payment services provided to individual bank accounts

- IV.1. The Bank provides the following payment services on current accounts:
 - IV.1.1. deposit and withdrawal of funds in cash to and from the account;
 - IV.1.2. ordering and receiving of funds from and to the account by credit transfer, including ordering periodic payments;
 - IV.1.3. payment by and execution of direct debit on the account;
 - IV.1.4. ordering and receiving of funds from and to the account by cash money transfers;
 - IV.1.5. execution of payment operations with funds from the account by payment cards and/or other similar instruments under rules and conditions negotiated in a separate contract.
- IV.2. The Bank provides the following payment services on deposit accounts:
 - IV.2.1. deposit and withdrawal of funds in cash to and from the account;
 - IV.2.2. ordering and receiving of funds from and to the account by credit transfer to and from another account opened with the Bank. The deposit account may not be initially credited by an incoming transfer from another bank. From deposit account no outgoing or incoming credit transfers to/ from another Bank may be performed.
- IV.3. The Bank provides the following payment services on savings accounts:
 - IV.3.1. deposit and withdrawal of funds in cash to and from the account;
 - IV.3.2. ordering and receiving of funds from and to the account by credit transfer;

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

- V.1. The maintenance and the execution of transactions from/to with individual accounts and the provision of payment services to individuals is performed by the Bank pursuant to the regulations of Commercial Act, Obligations and Contracts Act, Credit Institutions Act, Law on Consumer Loan, Law on Payment Services and Payments Systems, Regulation No 3 on the terms and Procedure for Execution of Payment Transactions and Use of Payment Instruments and of other relevant regulations of the current legislation, the signed Bank Account Contract, as well as in compliance with the interest bulletin and the Tariff of the Bank.
- V.2. Payments shall be executed only up to the amount of the balance of the Account over the blocked minimum balance, required by the Tariff 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. No partial payments are allowed on separate credit transfers, direct debits respectively. An exception is made only in case of ex-officio collection according to Regulation 3 of BNB, as well as of return of amounts credited to the account due to mistakes.
- V.3. The Bank performs payment operations in the terms, defined in the Tariff of the Bank.
- V.4. The Account holder may deposit and withdraw amounts to/from the account in any financial center of the Bank within the country.
- V.5. The Bank accepts deposits in cash and non-cash transfers to the account of the Account holder, regardless of the payer/ depositor of these operations.
- V.6. Upon execution of transactions to/from the account, the Bank does not verify the legal grounds of the deal from which the payment has resulted, unless legislation requires otherwise. Nevertheless, the Account holder shall not use its accounts with the Bank for the purpose of or in connection with any illegal activity, including but not limited to proliferation of weapons for mass destruction, terrorism financing, money laundering, fraud, etc. The Bank shall not be held responsible for the ordinary intermediary bank services provided in connection with deals of the Account holder, which are concluded in infringement of legislative acts.
- V.7. Each customer is obliged to cooperate in maximum to the Bank when necessary in order to clarify the essence of the transaction performed by him/her and to provide the Bank with any additional information or documentation, which may be required in line with the Law on Measures against Money Laundering. In case the required information and/or documentation is not promptly submitted or is found to be inaccurate or incomplete, the payment order may not be executed.
- V.8. The Account holder shall manage and/or dispose of the amounts on the account only by using standard payment documents and shall bear the whole responsibility for the correctness of the information filled-in in the payment documents. Payments shall be executed in the chronological order in which the payment documents have been submitted to the Bank.
- V.9. The Account holder shall not manage and/or dispose of the amounts on the account by oral orders.
- V.10. The Bank requires mandatory minimum balance on the accounts, determined in the active Tariff of the Bank.
- V.11. The Bank executes the orders of the Account 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 Account holder, unique numbers, the Bank does not bear a responsibility for non-execution or inaccurate execution of payment transaction.
- V.12. The Account holder or authorized by him/ her person gives its consent to execution of a payment transfer with signing the order for payment transaction.

- V.13. The Account holder may not cancel the order for payment transfer after its receiving at the Bank. Where such cancelation is acceptable according to 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 consent 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 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.
- V.14. When the payment operations are executed by the will of or via the beneficiary, the Account holder may not cancel the order after its' receiving at the Bank or when the Account holder has given his/ her consent for execution of payment transaction in favor of the beneficiary.
- V.15. If the Bank and the Account 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 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 day for debiting its account.
- V.16. 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 taxes 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.
- V.17. 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 applicable legislation.
- V.18. The Bank may correct the executed payment transfer only in case the customer has notified the Bank in written form without any foundationless delay under the meaning and within the term pointed in Art. VIII.3 of the current General Terms and Conditions.
- V.19. In case of unauthorized payment transfer the Bank refunds immediately the amount of the unauthorized payment transfer and in if necessary restores the account from which the operation has been made in the status which the account has had before the execution of unauthorized payment transfer. The refund is proceeded within 21 days after receiving the notification under the terms of the previous Art. V.18.
- V.20. When the payment order has been given by the customer, the Bank bears a responsibility in front of the customer for proper execution of the payment transfer, except the case when the Bank proves that the delivering party of the payment services of the beneficiary has been received the amount in the term pointed in Art. 64, par. 2 from the Law on Payment Services and Payment Systems (LPSPS). In this case the provider of payment services of the beneficiary bears the responsibility in front the beneficiary for the proper execution of the payment transfer.
- V.21. When the Bank bears a responsibility in front the customer who is the payer according to the previous Art. V.20, the Bank should refund the amount of non-executed or inaccurate executed payment transfer and (when applicable) restores the account in the status that the account has had before the execution of payment transfer.
- V.22. When the Bank bears a responsibility in front the customer who is the beneficiary according to the previous Art. V.20, the Bank should supply immediately the amount of the payment transfer and when it is applicable, should credit the payment account of the customer with the respective amount.
- V.23. In case of non-executed or inaccurate executed payment transfer, ordered by the customer who is the payer, the Bank with the written request from its part, starts actions to follow the payment transfer and notifies the customer-payer for the result.
- V.24. In case when the payment order has been submitted from or via the beneficiary, the Bank as a provider of payment services of the beneficiary bears a responsibility in front the beneficiary for the proper transfer of payment order to the provider of payment services of the payer, according to Art. 64. par. 6 from the Law on Payment Services and Payment Systems (LPSPS). When the Bank bears the responsibility under the previous sentence, the Bank immediately transfers the respective payment order to the provider of payment services of the payer.
- V.25. The Bank as a provider of payment services of the beneficiary bears a responsibility in front the beneficiary for execution of payment transfer according to the terms and requirements of Art. 66 from LPLPS and supplies the amount to the beneficiary of the payment transfer on the same working day after crediting of its own account, except the cases as per Art. V.3.10.
- V.26. In case of non-executed or inaccurate executed payment transfer, for which the Bank as a provider of payment services of the beneficiary does not bear a responsibility under the previous Art. V.24 and V.25 the provider of payment services of the payer bears the responsibility in front the payer and refunds to the payer without foundationless delay the amount of non-executed or inaccurate executed payment transfer, as well as the amounts, which are necessary for restoring the payment account in status which it has had before the execution of the payment transfer. In case non-executed or inaccurate executed payment

- transaction ordered by the beneficiary, the Bank with a written request of the beneficiary starts actions to follow the payment transfer and notifies the beneficiary for the result.
- V.27. The Bank bears the responsibility in front the customer to refund all paid by him/ her charges, as per the refund of all interests which have been accrued as a result of non-execution or inaccurate execution of payment transfer.
- V.28. The customer-payer has the right to require from the Bank to restore all amount on the executed transfer in case it has been ordered from or via the beneficiary and in case the following terms are observed together: 1. At the moment of giving of agreement for execution of payment transfer has not been pointed its proper amount and 2. The amount of payment order exceeds the expected from the customer amount according its previous expenses for similar operations, the terms of the Contract and other specific circumstances for the case. The request for amount refund according to the terms in previous sentence is submitted by the customer in written form in 56 days as from the date of his account's debiting. The request should be completed with proofs of existence of circumstances for refund, according to the current article. The customer may not prove the existence of circumstances as per p.2 with reasons, related with currency exchange in case the currency exchange rate is settled by the Bank. With execution of payment transfers, ordered by or via the beneficiary, the customer as a payer is obliged to fill in the expected by him/ her maximum size of payment transfer. When payment transfers ordered by or via the beneficiary and its size exceeds pointed by the customer amount, the customer must explicitly consents to the Bank not to execute the payment transfer and the Bank does not bear a responsibility in front the customer and/ or in front third party for losses or lost profits caused by the non-execution of payment transfer. With purpose to avoid any dispute, the customer accepts that every payment transfer in amount less or equal to the pointed by him/ her amount is the expected by the payer amount under the terms of LPSPS. The customer as a payer does not have the right to request by the Bank a refund of the amount ordered by or via the beneficiary and approved and executed by the Bank in a size within the pointed by the customer amount.
- V.29. In 10 working days as from the date of receiving of the request for refund under the previous article, the Bank refunds all the amount of payment transfer to the customer-payer or refuses the refund and points the reasons for refusal and the authority in front of which the customer could make an objection.
- V.30. The customer-payer does not have the right for a refund of amounts according to Art. V.28 in case he/ she has given his/ her consent for execution of payment transaction directly to the Bank and the Bank or the respective beneficiary has submitted or has provided information available to the payer for the further payment transfer in a way pointed in the Contract at least 28 days before the day of execution of the payment transfer.
- V.31. If the Account holder of the account is an active person of full age, he/she manages the account personally or by a proxy, authorized with a certified by a notary power of attorney with explicit will for disposition of the funds in the account. For disposition with the accounts the Account holder shall present an ID document, and for disposition with a term deposit – ID document and Term Deposit Contract. In case he/ she does not present a Term Deposit Contract, a disposition of the account is possible only after payment of charges according to the Bank's Tariff for issuance of Contract duplicate. In case of disposal with an authorized person, he/ she should present an original of certified by a notary power of attorney and valid ID document.
- V.32. The Bank may reject a power of attorney if the scope of representative authority of the proxy is not stated clearly and unambiguously.
- V.33. The Bank performs formal checks on the presented power of attorneys and the signatures on them.
- V.34. 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.
- V.35. In case the Account holder of the account is a minor, a juvenile or a prohibited person, he/she shall be represented by his/ her legal guardians, unless a legislative act provides otherwise.
- V.36. Disposition actions with an account with a minor, juvenile or prohibited person as an Account holder are allowed only on grounds of legal permission, issued by the Regional court at the residence address of the person.
- V.37. Upon death of a Account holder of an account at the Bank, disposition actions with funds are performed in accordance with the relevant legislation and after presentation at the Bank of the evidence for the inheritance and for the originated heritage rights.
- V.38. 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 customer is obliged to declare the origin of his/her money, as regulated in Art. 4, par. 7 and Art. 7, par. 5, p. 3 from the Law on the Measures against Money Laundering.
- V.39. 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.
- V.40. In case the customer rejects to present and sign the declaration as per Art. IV.17, the Bank has the right to reject the execution of the transaction or the deal.
- V.41. The balance and the operations on the Bank account are bank secret and information about them is presented only to the Account holder himself/herself or to an authorized by him/her proxy with a certified by a notary power of attorney. Exceptions are allowed only when regulated by law.

- V.42. The Bank accepts and executes distraint letters for blockings of funds in opened at the Bank customers' accounts, as per the relevant regulation. After execution of a distraint letter imposed on a deposit account the Bank ceases to accrue interest on the remaining balance on the account.
- V.43. When executing payment abroad the ordering party must declare before the Bank the ground for the payment.
- V.44. If the payment or the transfer abroad or to a foreign person within the country equals or exceeds 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.
- V.45. When receiving transfers from abroad into an opened at the Bank account, amounting to or exceeding the equivalence of BGN 100 000, the Account holder of the account fills-in and presents at the Bank the Statistical form pursuant to the previous Art. IV.23. within 30 (thirty) days of receipt of notification by the Bank about the incoming transfer.
- V.46. Ordering party, executing a cross-border transfer or payment 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, shall present at the Bank the information and the documents as per Regulation 28 from 18.12.2012 of BNB
- V.47. Individual current and savings 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 of funds in cash to the Account by the Title holder; withdrawal of funds in cash from the account; ordering of funds from the account by credit transfer, including ordering periodic payments; payment by and execution of direct debit on the account; ordering of funds from the account by cash money transfers by 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 and outgoing transfers for paying off debts of the Account holder to the Bank are executed, as well as interest is accrued and fees are applied with regards to the signed Bank Account Contract. Under the meaning of the current article automatic transactions are incoming transfers, outgoing transfers by Bank's initiative in case of legislation requirements, deduction of fees and accruing of interests, initiated by the Bank in accordance with the current 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.
- V.48. The responsibility, pointed in this chapter shall not be borne in case of extraordinary and unexpected circumstances beyond the control of the party, which invoking the existence of such circumstances, the consequences of which would unavoidable happen despite the efforts to prevent them, and where the Bank has acted in pursuance of legal obligation or legislation of member-state of EU.
- V.49. 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 or 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) or 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 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.

VI. Interests, fees and commissions

- VI.1. The Bank accrues an annual interest on the balance in the account as per the current Interest rate bulletin, unless the Contract for the account provides otherwise.
- VI.2. The calculations of the due interests on the balances in the accounts are based on the stipulated in the Contract and in Bank's Tariff interest rate convention.
- VI.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>. When the change of interest rates are more favorable to the customer, the may be applied without preliminary notification.

- VI.4. If the amount in a bank account is withdrawn within certain period from the date of the signing of the Contract, stipulated in the Bank Account Contract, the Bank does not accrue and does not owe the Account holder interest on the deposited amount.
- VI.5. For servicing and performing all operations on the account, the Account holder owes the Bank fees and commissions as per the current Tariff of the Bank. In case the Account holder is a beneficiary of an amount of a payment transfer and for this transfer the Account holder owes Bank's charges according to the Bank's Tariff, the Bank has the right to deduct the due charges from the received amount and with the rest of the amount to credit the customer's account.
- VI.6. The Bank may unilaterally change the Tariff and the requirement for the minimum accounts' balances, as to introduce new charges and commissions, and these 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.7. For payment transfers, which need currency exchange, the Bank uses the currency exchange rate which has been set by the Bank at the moment of the payment transfer. The Bank has the right to change the currency exchange rate anytime without preliminary customer's notification. The information for the applicable currency exchange rate is available in the bank offices.
- VI.8. The Bank's Tariff and Interest Rate Bulletin are an inseparable part of the current General Terms and Conditions and the respective contract for bank account. With signing of the Contract the Account holder declares irrevocably and unconditionally that he/ she is familiar with these documents and accepts that they shall be applied for his/ her relations with the Bank, related to the maintenance of the respective bank account together with all changes or amendments to them which are made under the terms of the current General Terms and Conditions and the contract for bank account.
- VI.9. With signing of the contract for bank account the Account holder gives his/ her explicit consent to the Bank to collect the due charges 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 VIII from current General Terms and Conditions.
- VI.10. The Bank collects from the account the owed fees and commissions. If there are no sufficient funds at the account, the Bank is entitled to collect the owed fees and commissions from other current or savings accounts of the Account holder at the Bank, as per the provisions of Regulation 3 for terms and order for execution of payment operations and use of payment instruments.

VII. Closure of accounts. Termination of Contract for Bank Account

- VII.1. The Bank accounts may be closed:
 - VII.1.1 On Account holders order – after repayment of all fees and commissions, due by the Account holder and related to the maintenance and servicing of the respective Bank account;
 - VII.1.2 Unilaterally by the Bank – after the expiration of a 30-days-term from the notification sent to the Account holder, while the Bank is not obliged to motivate its demand for Account's closure;
 - VII.1.3 Unilaterally by the Bank without sending a notification to the Account holder – after the expiry of the term for which the account has been opened;
 - VII. 1.4 Unilaterally by the Bank without sending a notification to the Account holder – for accounts which have been blocked pursuant to Art. V.47., which are with no available funds and on which as of the date of the account closure, there are no interest due by the Bank as per the terms of the account contract.
 - VII. 1.5 Unilaterally by the Bank with sending a 3-day advance notice to the Account holder in case the Account holder fails to perform his/ her obligations under the relevant Bank Account Contract or the current General terms, including but not limited to refusal or failure to submit within the corresponding period the respective documents and information required by the Bank under the terms of the account contract and/or under these General terms.
- VII.2. In case of termination of contract for bank account, when the customer has paid the accrued charges in advance, the Bank refunds the paid charges in proportion to the term of the termination.
- VII.3. With termination of the contract for bank account all other payment instruments for remote access are also terminated.

VIII. Accounts Statements

- VIII.1. With execution of payment transfers on the bank account, the Bank prepares a statement with information for payment transactions on the account and available amount on it once per month. The Account holder should receive the statement on a paper copy from 1-st to 15-th day of the month, following the month for which the payment transfers refer at any FC of the Bank. The statement is available at every financial center of the Bank. The statement contents the information as per Art. 46 and Art. 47 from LPSPS. The Account holder may be informed about the operations on the account by requesting SMS notification under the regulations of Art. VII.4, by requesting the receiving of monthly paper statements on a specified by the account holder address for correspondence under art. VIII.10, by reports from the service Internet banking (in case s/he has signed a contract with the Bank for the service and has requested access via Internet Banking to this account), as well as any other information channel the Bank develops in the future.
- VIII.2. With no impediment to Art. IV.41., the Bank may present Account statement for the transactions made and the available balances only to the Account holder or to an explicitly authorized by him/her proxy with a certified by a notary signature.
- VIII.3. If the customer has not completed his/ her obligation under Art. VIII.1., sentence 1, or the Bank does not received an objection in a written form from the customer within 60 days from the day of execution of the

- respective payment transfer, the Bank considers that the customer has received and has agreed the content of the statement and payment services in it. The Bank's notification after this term should consider as foundationless delay on the part of the customer.
- VII. 4. The Account holder has right to state in writing by the Bank using a form prepared by the latter, his/her will to receive short text messages (SMS) to a specified by him/her mobile phone number upon a successful execution of payment operations to his/her bank accounts and for other negotiated in the current General Terms information, as follows:
- VIII.4.1. For current accounts: for operations under art. IV.1.1, IV 1.2., IV 1.3., IV.1.4, as well as upon blocking of the account on the grounds of art. V.47.
- VIII.4.2. For savings accounts: for operations under art. IV.3.1. and art. IV. 3.2, as well as upon blocking of the account on the grounds of art. V. 47;
- VIII. 4.3. For deposit accounts: information for upcoming maturity of the deposit;
- VIII. 4.4. For the accounts, specified in chapter III A, the service under art. VIII 4, shall not be provided.
- VIII. 5. By submission of the request under art. VIII 4., the Account holder grants his/her consent the information about operations, as well as other information concerning the assets and transactions to his/her accounts, which may be considered as bank secret to be revealed by the Bank to the mobile communications suppliers, for the purposes of receiving of SMS.
- VIII.6. Receiving of SMS may be suspended in the following cases:
- VIII.6.1 The accountholder states in writing before the Bank his/her wish to suspend receiving of SMS for the entire or part of the information under art. VIII.4;
- VIII.6.2 Initiated by the Bank, when it is proved that the mobile phone number is not used by the Account holder.
- VIII.7. The services under art. VIII.4. are offered through the respective supplier of mobile communications, and the Bank is not liable and does not refund paid fees in case of not receiving of such messages, when not receiving or delays in receiving are due to reasons, out of the control of the Bank, such as: problems with the transmissions communication medium of the respective suppliers of mobile communications, force major circumstances and etc, as well as cases of termination of contractual relations between the Bank and the respective supplier of mobile communications, related to the supply of the respective services under art. VIII.4., regardless the reasons for it's suspension.
- VIII.8. The Account holder shall notify his/her mobile operator for the possibility to receive SMS abroad, and the Bank shall not liable in case of not receiving of SMS by the Account holder abroad and does not refund the Account holder for them.
- VIII.9. All requested by the Account holder SMS are considered regularly delivered and the Bank shall not be held responsible if they are not received, in case the Account holder has declared a wrong or not complete phone number as well as when s/he has not informed the Bank about a change in the Mobile Operator that s/he uses or in his/ her phone number.
- VIII.10. The Account holder has the right to declare in written to the Bank, in a form, approved by the latter, his/ her willingness to receive once a month paper statements with information regarding the performed payment operations and the available funds on saving and/ or current bank accounts (information under Art. 46 and Art. 47 from LPSPS).
- VIII.11. By submitting a form under Art. VIII.10, the Account holder agrees that information regarding the operations, as well as all other information regarding the available funds and the account movements, which are considered bank secret, will be send by the Bank via paper statement to the declared by the Account holder address for correspondence and also declares that s/he undertakes all potential risks by unauthorized access to that information. The Bank does not bear responsibility in case after sending the paper statement, the information inside becomes available to unauthorized for that persons.
- VIII.12. The sending of statement is carried though standard postal service and the Bank is not liable and does not reimburse paid fees at the failure or untimely delivery due to circumstances beyond its control, which cannot be imputed to the Bank, including but not limited to: stated by the Account holder incomplete or wrong address, untimely notification for change of address, force majeure and all other circumstances outside the control of the Bank.
- VIII.13. For activation of the service under art. VIII.4. and art. VIII.10 and for each send by the Bank SMS, respectively paper statement, the Account holder owes a fee according to the Tariff of the Bank. The due fees shall be collected from specified by the Account holder his/ her account with the Bank, and if there are not sufficient funds – from other accounts of the Account holder with the Bank, for which the Account holder grants his/ her consent explicitly by signing of the request for using of services under art. VIII.4., respectively art. VIII.10.
- VIII.14. Receiving of SMS as per art. VIII.4. and/ or by means negotiated between the Account holder and the Bank in the contracts for issuance of payment instruments to the respective account, the receiving of monthly paper statement on an address for correspondence under art. VIII.10, as well as the reports via Internet Banking Service, do not discharge the Account holder of his/ her obligations under art. VIII.1. sentence 1, of the current General Terms. The Bank and the Account holder declare that the submission of the service under art. VIII. 4. by the Bank is only for information purposes and the bank will keep its obligations to the Account holder under art. 46 and art. 47 of the Law on Payment Services and Payment Systems as specified in art. VIII.1, sentence 1, VIII. 2., VIII.3 of current General Terms.
- VIII.15. The Account holder is obliged to notify the Bank in case s/he does not receive information for the performed payment operations by the specified by him/ her way and within the respective time, usually needed for that purpose and in compliance with the chosen way for communication. In case the Account

holder does not fulfill that obligation, s/he does not have the right to claim reimbursement for the already paid by him/ her fees for sending of statements.

VIII.16. The parties on the contract could negotiate another term for account statement.

VII.17. The Account holder declares that s/he is informed and that s/he agrees that if within 12 (twelve) consecutive months s/he has not received information about the operations and/or the balance on his/her accounts by any of the stated in Art. VIII.1. ways, the Bank is entitled to send him/her information about the operations and/or the balance on the accounts to the latest stated by him/her address, or to contact him/her by any other way, that the Bank considers appropriate, bearing in mind the Account holder's interests. The current regulation does not restrict the application of Art. VIII.3 from the GTCs

IX. Protection and processing of personal data

IX.1. With the filling-in and submitting of a Registration form and/or with the signing of a Bank Account Contract, the Account holder/the person, authorized to dispose on the account declares that he/she has been granted information as per Art. 19, par. 1 from the Law on Protection of Personal Data and he/she is familiar with the following circumstances:

- the provision of data is voluntary, as the refusal for provision of data and/ or documents, which the Bank is obliged to collect and store in compliance with the acting legislation, could result in refusal to provide the requested service; the processed by the Bank personal data may be disclosed to the following recipients: contractual partners of the Bank, such as, but not limited to, insurance companies, companies, working in the field of marketing realizing advertising promotions and games of the Bank, other companies, for collection or transfer of owned by the Account holder amount to the Bank; system operators servicing payments; companies within Eurobank Group; other persons to whom the Bank has commissioned the processing of personal data under art. 24 of the LPPD; state authorities in the respective cases as per the legislation.
- the possibility information under art. 142b, para. 1 of the TIPC, containing personal data of the title holder, account availability, as well as realized income on the account, to be subject to automatic exchange of financial information under chapter XVI, section IIIa of the TIPC and to be submitted to the jurisdiction/s to which he/she is local resident, implementing the international obligations of the Republic of Bulgaria.

IX.2. Pursuant to Art. 4, par. 1, p. 2 from the LPPD with the filling-in and submitting of the Registration form and/or with the signing of the respective Bank Account Contract, the Account holder/ the person that has the rights to dispose with the amounts from the account, grants his/her explicit consent the Bank to process via automatic and non-automatic resources information about him/ her which constitutes bank secret or personal data, as well as to present this information to suppliers of technical services, including abroad in compliance with the requirements of the legislation, for the following purposes: execution of the contract, receiving payment services, prevention of fraud and abuses, enforcement of the Bank's legal obligations and other legal purposes.

IX.3. Pursuant to Art. 4, par. 1, p. 2 from the Law on Protection of Personal Data with the filling-in and submitting of the Registration form and/or with the signing of the respective Bank Account Contract, the Account holder grants his/her consent that the Bank shall perform checks including for the purposes defined in Art. IX.4., with the personal data provided by him/ her in all available data bases, maintained by government bodies (including NSSI and BNB), organizations, commercial companies, credit offices, etc. (Data base operators), by disclosing to these third parties and/or to the Data base operators the personal information of the Account holder, which has been granted to the Bank at the registration of the individual as a bank customer and at the signing of the Bank Account Contract or which have been received or gathered by the Bank in other legal ways. The Account holder grants his/her explicit consent that the third parties and/or Data base operators shall also further disclose to the Bank and between themselves as well as the results from the checks, as well as all personal data of the Account holder, gathered by the Bank or the Data base operators with this regard. The Account holder grants his/her personal consent that the Bank shall disclose the information as per the current section IX to foreign parties as well as, provided abiding all the regulations of the applicable legislation.

IX.4. The Account holder grants his/her consent for processing of his/her personal data, to which the Bank has been granted access at the conclusion and the execution of the bank account contract, for the purposes of advertising/promotion of products/services of the bank, including making/sending voice and/or written advertising messages and/or notices of promotions, products and services of the Bank to the Account holder to his/her addresses (postal address, e-mail address, etc.) and/or to the Account holder's phone/phones which addresses/phones are provided by the Account holder at the conclusion or the execution of the Bank account contract. The Account holder grants his/her consent for the processing of his/her personal data, to which the Bank has been granted access at the conclusion and the execution of the bank account contract and as per Art. IX.3, for the purposes of assessment/ preliminary approval of the Account holder with a view to submitting a proposal for concluding a contract for the use of other services/ products of the Bank.

IX.5. When an account is opened in favor of third party, the Bank notifies the third party (the Accountholder) for account opening and for the personal data s/he is registered with the Bank by sending a letter of notification to the address from the ID card. The Bank considers that the agreement of the Account holder under art. IX.1, IX.2, IX.3 and IX.4 from the current General Terms and Conditions as per Art. II., 4also his/her consent, the Bank to maintain the account opened in his/her favor, has been received if in 30 days term from receiving of the notification has not been received objection from the part of the third party (the Accountholder).

- IX.6 The Account holder/ the person, authorized to dispose on the account, declares that he/she is notified for the opportunity to exercise his/her rights to access and correct his/her personal data as per the current contract by written notification to the Bank according to art. 29 and 30 of the Law on Personal Data Protection.
- IX.7 The Account holder/ the person, authorized to dispose on the account, declares that he/she is informed for his/her rights under art. 34a, para.1, p.2 and 3 Law on Personal Data Protection and may exercise them by written notification under the previous art. IX.6.
- IX.8 When an account is opened in favor of third party, by signing of the contract for bank account the Depositor, who opens the account, declares, that s/he is aware of the voluntary character of submitting of information, which is personal data pursuant the Law on Protection of Personal Data and gives his/her explicit consent as per art. 4, para. 1, i. 2 of the Law on Protection of Personal Data to be processed by the Bank for the purposes of conclusion of the contract and for follow up communication, deriving from it. The Depositor declares that s/he is notified about the opportunity to exercise his/her rights to access and correct the personal data by written request to the BANK as per art. 29 of the Law on Protection of Personal Data, and also about the opportunity his personal data to be revealed by the Bank to the Account Holder.

X. Amendments to the General Terms

- X.1. The Bank has the right to change unilaterally the current General Terms and Conditions, including the Tariff and the Interest Rate Bulletin, and to provide the changes to the customers via the Bank internet page <http://www.postbank.bg> before their entry into force. At that moment the changes become mandatory for the customers.
- X.2. In case the changes are related to the information from Art. 41 of LPSPS, the Bank provides to its customers all made changes in a way described in previous article, not later than two months before the day on which the changes' entry into force. If the customer does not accept the proposed changes, he/ she has the right to object as terminating the contract within two-month term pointed in previous sentence, without bearing a responsibility for any charges or compensations.
- X.3. If the customer does not terminate the contract under the terms described in previous article, the Bank considers that the customer has accepted proposed changes and they become mandatory from the day on which they enter into force.

XI. Additional provisions

- XI.1. The current General Terms and Conditions, Tariff of the Bank and other agreements for payment accounts and payment services of individuals can be unilaterally altered with decision of the Bank. Upon change of the documents as per the previous sentence, the Bank is obliged to provide information to the Account holder at least 2 months before the date, on which the changes take place. The information to the Account holder may contain only notification for the performed change and instruction for the generally accessible way in which the other party may get acquainted with the changed version, as well as the right of the Account holder to immediately terminate the contract.
- XI.2. When the technical support of the agreed type of bank account/ deposit becomes impossible and/ or when serious objective grounds lead to ceasing the offering of the respective type of product (current, deposit or saving account) and after providing notice to the Title holder, the Bank has the right to transfer the existing bank accounts in standard account of the same type from the offered by the Bank in the respective moment in compliance with the current Interest Rate Bulletin.
- XI.3. For term deposits with initially negotiated clause for automatic renewal, the transfer under the previous article is made at the expiry date.
- XI.4. For "Current account with payroll" the Bank provides preferential conditions in relation to "Standard current account" in terms of the respective taxes and interest rate. The customer has the right to take advantage from these preferential conditions in case he/ she receives on a monthly basis his/ her payment from labour, service or civil relationship or other regular income. In case the transfer of payment is suspended for a period of over 3 (three) consecutive months (counting from the date on which the account was last credited with amounts representing such remuneration), the same will be applied with the applicable for "Standard current account" conditions.
- XI. 5. In case the Title holder does not agree with the changes in p. XI.1 and XI.2, he/ she may immediately terminate the contract without notice prior to the date, on which the changes enter into force, without bearing responsibility for expenses and compensation. This, however, does not release him/ her from the duty of paying the owed on the contract taxes and commissions. In case the Title holder does not notify the Bank in written that he/ she does not accept these changes prior to the date, on which the changes in the General terms and conditions enter into force, they are considered accepted.
- XI. 6. 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 Account holder, stated in the contract. In case the Account holder changes his/her address, he/she is obliged to notify the Bank in writing and to point his/ her new address. Until such notification is received, all notifications sent to the old address of the customer shall be considered as received.

- XI.7. 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 Account 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 Account holder gives its explicit consent by signing the contract for bank account.
- XI.8. The funds in accounts, opened at the Bank are guaranteed under the conditions, provided at the Law on Bank Deposits Guarantee.
- XI.9. The competent body for repayment of the guaranteed funds is the Deposit Insurance Fund of the Bank deposits.
- XI.10. The Deposits Insurance Fund shall guarantee the full payment of funds held on depositor's accounts with a bank regardless of the number and size of the deposits up to BGN 196,000.
- XI.11. The repayment of the guaranteed funds by the Deposits Insurance Fund is done not later than 20 (twenty) days as of the date of the Bulgarian National Bank's decision for the suspension of the license of the Bank for bank activities.
- XI.12. No guarantee shall be provided on deposits arising out of or related to transactions or actions constituting 'money laundering' within the meaning of Article 2 of the Law on the Measures against Money Laundering or financing of terrorism within the meaning of the Measures Against Financing of Terrorism Act, stated with an effective sentence to the date of issuing an act under art. 20, para. 1 from the Law on Bank Deposit Guarantee.
- XI.13. Deposits, whose Title holder has not been identified in compliance with art. 3 from the Law on the Measures against Money Laundering, to the date of issuance of the act pursuant to art. 20, para. 1 from the Law on Bank Deposit Guarantee, are not payable,
- XI.14. In case of receiving of 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.
- XI.15. 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 Account holder declares that he/ she is completely acquainted with their content at the moment of signing the contract for bank account and he/ she accepts them without any objection.
- XI.16. 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.
- XI.17. In case the Account holder is not a consumer under the meaning of the LPSPS, based on art. 31, para. 3 and art. 48, para. 2 of the LPSPS regarding the service of the account(s), opened by the Account holder in the Bank, the orders of chapter III of the LPSPS and art. 49, para. 1, art. 56, 58, 59, 68, 69 and art. 70, para. 1 from the LPSPS are not enforced, as the Bank is not liable towards the Account holder based on the above-mentioned in the current article orders and the Account holder cannot make demands in regards to the Bank based on them and/ or decrees of the current General Terms, which implement them.

The present General Terms and Conditions are approved with a decision of the Executive Committee of Eurobank Bulgaria AD of 5 March, 2009.