

GENERAL TERMS AND CONDITIONS OF SOCIETE GENERALE EXPRESSBANK AD FOR PAYMENT ACCOUNTS AND PAYMENT SERVICES FOR INDIVIDUAL CLIENTS

The present General terms and conditions shall apply in the relations between the Bank and the individual Account Holders thereof in relation to the contracts for payment accounts – current, saving, account “Family”, child accounts, as well as in relation to the payment instruments which the Bank offers to its Account Holders in order to make operations on their accounts.

The separate contracts shall be concluded by signing of forms delivered by the Bank. This shall be done in the branch of the Bank with which the account of the account Holder is maintained. The General Terms and Conditions represent an integral part of the content of the contracts concluded this way. The Tariff of the Bank shall be an integral part of the present General Terms and Conditions

Societe Generale Expressbank AD is a bank licensed according to the Credit Institutions Law having its seat at the town of Varna and registered address at 92 Vladislav Varnenich Blvd., Varna, registered at the Commercial Registry with SIC 813071350. The Bank is under the supervision of the Bulgarian National Bank (BNB) and the Financial Supervision Commission (FSC).

In the present General Terms and Conditions it is referred to as “**the Bank**”

Parties to all the contracts provided for hereinafter are the Bank and the **Account Holder** or the **Account Co-Holders** in the case of joint accounts, whose details appear in the contract for opening of a banking account, hereinafter referred to as the “**Account Holder**”

All clauses hereinafter which refer to “Account Holder” in singular, in the cases of joint accounts refer to both the Account Co-Holders.

BANKING ACCOUNTS

The Bank opens the following banking payment accounts – current, saving, joint account “Family” and child account. The rules for current account shall also apply for the other payment accounts unless otherwise stipulated in the contract or in the present General Terms and Conditions.

A. CURRENT ACCOUNT

I. SUBJECT OF THE CONTRACT

I.1. Under the contract for a current account the Bank undertakes to open a current account of the Account Holder for performing of payment operations stipulated in the present General Terms and Conditions or concluded in addition, and for keeping money payable at sight, to pay to the Account Holder interest upon the assets on the account and to perform the payment operations ordered by the Account Holder, whereas the Account Holder undertakes to pay to the Bank the agreed interests upon the debit balance of the current account as well as the fees and commissions due for the maintenance of the account, for the payment and other operations, for other services related to the account.

I.2. The current account shall also function as an account at which the Bank shall book the mutual money receivables and obligations of the Bank and the Account Holder incurred on one hand by the contract for a current account and on the other hand – by the overdraft contract, if any.

I.3. The current account shall be used for performing of payment operations, such as transfers of funds on a current account of the Account Holder at the Bank or at another bank or a payment institution, performing of direct debit orders, credit transfers, performing of operations through payment instruments, as well as for receiving and performing of non cash payments, for cash deposits and cash withdrawals.

II. OPENING OF THE ACCOUNT

II.1. The Bank shall open a current account to the Account Holder if there is a contract signed between the parties for opening of a current account in the standard form approved by the Bank.

II.2. The Bank is entitled to refuse opening of a current account.

II.3. The contract for opening of the account shall be signed by the Account Holder. In cases of Account Holders children or persons with limited capability the specific rules provided for in the respective part of the General Terms and Conditions shall apply.

II.4. Upon opening of the account the Bank shall furnish the Account Holder with a paper card indicating the number of the banking account and the respective banking branch.

III. ATTORNEY

III.1. The Account Holder can operate with the account personally or through an attorney.

III.2. The power of attorney for disposing with a banking account shall be given in writing with notary certification of the signature of the Account Holder, or with certification by an employee

indicated by the Bank against paying a fee, specified in the Tariff of the Bank.

In case the power of attorney is certified by a notary public or other certifying authority, its original shall be provided to the Bank. The original document shall be taken by the Bank unless if it is necessary to be used before third parties (except the bank)- in such cases a copy of the document will be kept by the Bank with a certification for “ True with the original” and the own signature of the principal or the authorized person.

III.3. If the Account Holder notifies the Bank in writing for withdrawal of the power of attorney, upon receipt of the notice the Bank shall no longer accept payment instructions from the attorney. The notice for withdrawal of the power of attorney shall be delivered to the same branch with which the account was opened. The Bank undertakes no responsibility whatsoever for payments made on instructions of the attorney before receipt of notice for cancellation of the authorization.

III.4. In case the Bank receives or in acquire in any other manner any contradictive information or documentation in relation with the rights of the authorized person to represent the Account holder, it shall have the right to limit or suspend the right of the representative to operate with the accounts until the contradiction is cleared. Such actions are for the benefit of the Account holder only and the neither represent a non-performance of the Bank’s obligation under the present agreement nor represent any ground for engaging the Bank’s liability;

III.5. The representative shall provide the Bank with his consent its personal data to be processed by the Bank as stipulated in §.1. p.1. of the Law on the personal data protection, to the extent necessary for the exercise of the Bank’s activity. In case the representative refuse to provide such a consent, the Bank shall not permit any operations on the account, to be executed by him.

IV. PAYMENT INSTRUMENTS

IV.1. The Account Holder shall have the right to operate with the account by any of the payment instruments made available by the Bank to the Account Holder at the time of opening of the account or later.

IV.2. Payment documents shall be prepared as a paper document and deposited at the branch at which the account was opened.

IV.3. By an additional agreement the Bank might agree to accept payment documents by electronic means in compliance with the Law on the Electronic Document and the Electronic Signature or by using other means provided by law or to issue a payment instrument.

V. PAYING OF UTILITIES THROUGH A DIRECT DEBIT

V.1. The Account Holder might pay his obligations towards the companies – providers of utilities or towards other persons through a direct debit.

V.2. If the Account Holder wants to use this possibility, he/she has to come to one of the offices of the bank branch where his account has been opened, and to deliver to the Bank a **written** consent for direct debit following a template given by the Bank. In the consent for direct debit the Account Holder is obliged to indicate the **maximum amount of the sum** up to which the Bank may execute, and the parties shall accept that this amount is **the value of the operation expected by the Account Holder** under art. 59, al. 1, p.2 of the Payment services and Payment systems Law. This amount is important as well in relation to the Bank responsibility for reimbursement of allowed, but contested payment operations as specified in the part for the Bank responsibility.

The consent might be given **only once** for the payment of a **multitude of bills** to the same provider.

Together with the consent for direct debit the Account Holder delivers the last invoice for paid utilities to each company in favor of which the consent for direct debit is given.

V.3. On the agreed date the respective company – provider of utilities gives directly to the Bank or through another bank a direct debit order for paying of the due amount. Upon receiving of the order the Bank checks if the order complies with the Account Holder's consent, and in case of enough funds on the account, the Bank shall transfer the amount to the company – provider.

Upon receiving of an order for payment through a direct debit for sums exceeding the maximum amount indicated in the consent given by the Account Holder, the Bank shall not execute the order. In these cases the Account Holder has to explicitly approve the execution of such an operation.

V.4. In cases provided for by a normative act the consent for execution may be given to the receiver or to his provider of payment services.

V.5. The date for payment is agreed in an agreement between the Bank and the respective company and is applicable to all Bank's clients.

V.6. The first payment shall be performed during the month following the month during which the consent for direct debit is given.

V.7. The Account Holder shall have the right to withdraw the consent for direct debit given through a written notification to the branch where the account was opened. The Bank shall not bear any responsibility for executed transactions before the notification that the consent in favor of the receiver is withdrawn.

VI. ORDER FOR PERIODICAL TRANSFER

VI.1. The Account Holder may prefer to order performing a sequence of similar payment operations by a single payment order (order for periodical transfer), which the Bank periodically executes on the dates indicated therein.

VI.2. The order for periodical transfer shall be received at least 2 business days before the indicated payment date. Otherwise, the first payment shall be executed on the respective day of the month, following the month of the transfer's order receipt in the Bank.

VI.3. When the executions of an order for periodical transfer in favor of a third person and the order for periodical transfer on a saving account coincide on the same day, the order for periodical transfer in favor of a third person shall be performed first, followed by the periodical transfer on a saving account.

VI.4. The Bank shall execute periodical transfers with single amount of at least BGN 10 or the equivalence in foreign currency.

VI.5. The Account Holder shall have the right to withdraw the order for transfer given through a written notification to the branch where the account was opened. The Bank shall not bear any responsibility for executed transfers before the notification that the transfers are withdrawn.

VII. FUNCTIONING OF THE ACCOUNT

VII.1. The Bank executes payment orders only if **IBAN** of the receiver on the operation is indicated, international bank

identification code (BIC) of the Bank of the receiver or other respective identifier individualizing for other payment systems.

VII.2. Payments shall only be made up to the available amounts. The **available amount** is the total of the assets on the account and the agreed overdraft – authorized excess of the payments over the assets on the account.

In case of use of means for remote access to banking account, the payment might be performed up to the amount of the **available assets** on the account declared by the bank of the respective authorization centre (the card operator), which might be different from what is specified in the previous sentence in the cases, as stipulated in the contracts for payment instruments.

VII.3. The Bank shall **register** the payment documents in the order of their delivery or in the order agreed in the order for periodical payments.

VII.4. The Bank executes the payments in the chronological order of order delivering. Partial payments of payment orders or direct debit orders shall not be allowed. In case that at the time for performance of a payment document the **available amounts** on the account are **insufficient**, the Bank shall **reject** the payment. The exceptions from this rule concerning performing of periodical transfers and direct debit are specified below:

a) regarding the orders for periodical transfer – the payment instruction shall stay pending until the end of the respective working day (indicated in the order) and if there are no (or insufficient) available amounts on the current account – the Bank shall reject the payment;

b) regarding the direct debit orders – the direct debit orders shall stay pending for 5 consecutive working days incl. the day of receipt of the payment order and respectively the payment date and if there are no (or insufficient) available amounts on the current account – the Bank shall reject the payment;

VII.5. The Bank shall **not** be under obligation to examine whether the underlying transactions are **in compliance with law**, except in the cases where the law requires the bank to do so.

VII.6. If this is provided by law the Bank might require presentation of **additional information** or **additional documents** or gather such additional information and/or documents necessary for performing of the operation. The absence of such information and /or documents **may be a reason the Bank to reject** performing of a payment operation.

VII.7. The Bank might estimate daily limits for cash withdrawals or to introduce a requirement for notice for cash withdrawals exceeding an estimated amount.

VII.8. The Bank shall have the right to require maintaining on the account a minimal balance, estimated in the Tariff of the Bank. The non-fulfillment of this obligation gives right to the Bank to close the account in accordance with the order specified in the present General Terms and Conditions.

VII.9. The Bank executes payment operations only if they are authorized by the Account Holder. The authorization for executing of a payment operation may be withdrawn from the Account Holder at any time but not later than the moment in which the operation might not be revoked any more under p. VII.10. For this purpose the Account Holder has to deliver a written notification to the bank branch where the payment document was delivered and to attach a copy of the payment document which is being withdrawn.

In case of withdrawing a payment document for performing of a sequence of payment operations all future payment operations are deemed to be unauthorized.

VII.10. The Account Holder **could not revoke a payment order** after its receipt in the Bank.

If the transaction is initiated by the payee (direct debit) or through the payee (card transactions), the Account Holder-payer could not revoke the order after its delivery or after he has given his consent for performing of the transaction in favor of the payee.

For **direct debit** transactions, the Account Holder, if he is the payer, could revoke the order not later than the working day preceding the agreed day for debiting his account.

After the expiry of these terms but before the account of the payee is credited with the sums of the transaction an order could be revoked **only with the consent** of the Bank, and in the cases of sentence 2 and sentence 3 of the present point the consent of the payee is also required.

VII.11. Unless otherwise concluded, it is deemed that the payment order is received in the Bank on the date and hour indicated therein, certified with the signature of the respective bank employee. When the moment of receiving is not a working day for the Bank the order is deemed to be received on the next working day. The payment orders shall be executed within the same working day if they are received by the Bank within a working day (without holidays, even bank offices are open), as follows:

- a) concerning payment via **BISERA** – within the working hours of the branches/offices;
- b) concerning payments via **RINGS** – up to 2.30 p.m.;
- c) concerning **cross-border** payments – the payment order in **EUR** or **USD** shall be emitted the same day if it is received by the Bank up to 3.30 p.m. if the Payer specifies that he/she would like the payment order to be performed on the same day and if he/she pays the respective fee for urgent transfer.

The Bank does not guarantee that the payment orders in **other currencies** shall be emitted the same day.

For payments in other currencies within the European Community, the Bank does not guarantee that the orders shall be emitted the same day, but parties agree that the Bank shall execute the orders in maximum 4 working days after the documents are received by the Bank. In case the respective international payment system/the corresponding bank is in holiday, performance of the respective cross-border payments might not be done the same day even the payment order is delivered to the Bank in the specified terms.

VII.12. For received transfers in BGN/EUR, transfers requiring single currency conversion between BGN and EUR where conversion takes place in Bulgaria, and cross border payments in EUR, the Bank makes available the sums on the account of the payee immediately after the account of the Bank is credited with the amount of the operation.

VII.13. In case cash is deposited from the Account Holder on the account in the currency in which this account was opened, the Bank makes available the sum and determines the date of crediting immediately after the moment of receiving of the funds.

VII.14. In accordance with regulation № 1781/2006 of the EP and the Council the credit transfers shall be accompanied by the following mandatory information on the payer – name, address and account number, or by the respective replacing information. The Bank informs the Account Holder that the absence of the mandatory information might result in the postponing or rejection of the incoming/outgoing transfers.

VII.15. In cases of incoming transfers in foreign currency with wrong or missing data in the payment order (e.g. discrepancy between the name and IBAN of the Account Holder, missing IBAN or name of the Account Holder, IBAN written in a wrong way, etc.), the Bank makes investigations and correcting actions necessary for the correct execution of the payment operation on the account, for which the respective fees specified in the Tariff of the Bank, shall be calculated.

VIII. INTEREST. CONVERSION

VIII.1. The Bank shall pay to the Account Holder interest upon the assets on the account at the rate estimated in the Interest Policy of the Bank for individual clients being an integral part of the Tariff of the Bank.

VIII.2. Interest shall be calculated for each day on the grounds of 30/360 days per year. Interest due to the Bank on the debit balance shall be booked and paid at the last working day of each month. Interest due to the Account Holder on the credit balance shall be booked and paid at the last day of the year or when closing of the account.

VIII.3. In the case of an incoming transfer in a currency different from currency of the account, the Bank credits the account, converting the received amount into the currency of the account in accordance with the preliminary defined exchange rates “buy”/ “sell” for the relevant currency and the currency of the account. If the Bank does not quote the respective currency the Bank has the right to reject the transfer. The bank exchange rates are defined in accordance with the relevant trade market scales of the currencies,

so rates are subject of adjustment depending on the changes in the market conditions.

The Bank shall apply the exchange rate in force at the moment of booking the operation, which may be different from the one announced at the Bank premises or on the Bank web site www.sgeb.bg at the moment of the operation. The exact exchange rate applied shall be indicated in the statement of account, as stipulated below..

VIII.4. It is possible that at the date of booking there are not enough amounts in the Account Holder’s account for executing the order due to changes in the exchange rate, although the amounts have been enough when the order was given according to the exchange rate in force at that time. In such cases the Bank has the right to refuse to execute the order..

VIII.5. The Account Holder gives his consent the bank to perform the conversion in the cases specified above.

IX. CREDIT OPERATIONS

The Bank shall book as credit operation on the account all amounts deposited on it such as and not limited to:

- 1) deposits in cash;
- 2) receipt of money transfers;
- 3) booking of interest on the assets on the account;
- 4) utilization of loans different from the overdraft on the account.

X. DEBIT OPERATIONS

X.1. The Bank books as debit operation on the account the following operations:

- 1) cash withdrawals;
- 2) non-cash payments initiated by any of the payment instruments made available to the Account Holder;
- 3) collection of amounts;
- 4) booked and unpaid interest on the authorized overdraft, booked and unpaid fees and commissions;
- 5) booked interest upon the debit balance;
- 6) the amount of operations performed in the limits of the available assets on the account declared by the bank of the respective authorization centre on the grounds of an order, given by a means of remote access (e.g. a banking card) by exceeding of the real amount of the assets on the account;
- 7) booking of obligations on credit card which may not be collected from the available amounts on the account.

X.2. In case of a distraint on the account it shall be executed only on the available amounts and the deposits, and it shall not be executed by forming a debit on the current account.

XI. BALANCE

XI.1. The net between the debit and the credit on the account forms the balance of the account.

XI.2. The account can only function on credit position unless by a separate agreement the Bank agrees to make an overdraft available to the Account Holder or in case of unauthorized overdraft.

XI.3. The **balance** of the account shall also be a recapitulation of the mutual money receivables and obligations of the parties, originating from the operation of the banking account on one hand and from the overdraft agreement – on the other. The credit balance shall be the amount due from the Bank to the Account Holder and the debit balance shall be the amount due from the Account Holder to the Bank.

XI.4. The balance on the account in favor of any of the parties shall be liquid and immediately due.

XI.5. If the account is on debit balance, then any deposit on the account shall be collected by the Bank for settlement of the obligations of the Account Holder.

XII. EXCEEDING THE AVAILABLE AMOUNTS/ UNAUTHORIZED OVERDRAFT

XII.1. Unauthorized overdraft shall be the debit balance on account on which the overdraft is not allowed or the excess of the debit balance on account, over the amount of the authorized overdraft.

XII.2. Unauthorized overdraft could be :

- a) total or partial excess of the available amounts on the account in case of performing operations with banking card up to the amount of assets declared by the Bank to the authorization centre (the card operator);
- b) total or partial insufficiency of the assets for repaying the interest on the overdraft, the debit balance or the unauthorized overdraft;

c) total or partial insufficiency for repaying of the due fees and commissions;

d) total or partial insufficiency for repaying of the obligations on credit card.

the obligation shall be booked on the debit balance of the account as unauthorized overdraft.

XII.3. The unauthorized overdraft shall be **non-execution of the obligations** of the Account Holder under the present agreement. The obligation on the unauthorized overdraft is **immediately due** and the applicable interest rate is higher than the one on the overdraft, according to the current Interest Policy of the Bank.

XII.4. The unauthorized overdraft could lead to negative consequences with regard to other contractual relations of the Account Holder with the Bank, as the contract for bank card, overdraft, etc. according to the clauses therein.

XII.5. For repaying the unauthorized overdraft the Bank could agree in addition to grant an overdraft or other credit.

XII.6. The provisions concerning the unauthorized overdraft **do not abrogate the penal responsibility for issuing of worthless cheques or for conscientious use of payment instruments without available amounts**, and do not represent a consent of the Bank for granting of overdraft or increasing of the overdraft amount.

XII. PERIODIC RECAPITULATION AND STATEMENT OF THE ACCOUNT

XIII.1. The Bank shall make a recapitulation of the account **at the end of each month**.

XIII.2. After the monthly recapitulation the Bank shall make available against no fees in the bank premises to the Account Holder a **statement** (a monthly recapitulation) of his account which contains the necessary information and in which the assets on the account shall appear as credit balance and the obligations of the Account Holder to the Bank - as debit balance.

XIII.3. The receipt shall be certified with the signature of the Account Holder. If the Account Holder did not come to receive the statement it is deemed that the statement is received on the 5th day of the month following the month the statement concerns, unless the opposite is proved.

If the Account Holder does not object in writing until the 15th day of the month following the one to which the statement refers that he has searched for the statement in the office but it was not delivered to him not received the notice, he loses his right to make such an objection.

XIII.4. The approval of the balance or the expiry of the term for contesting give rise to a claim for the whole outstanding balance. It will not be necessary to prove the separate operations that have formed the balance.

XIV. LIABILITY OF THE BANK IN RELATION TO THE PAYMENT SERVICES

XIV.1. The Account Holder has to attentively check the payment documents which he delivers since under the law the consequences from the execution of wrongly filled payment documents are for the account of the Account Holder.

XIV.2. **The Bank is obliged to execute the payment order** in accordance with the identifier or IBAN **specified therein**, and is not obliged to verify if a holder of the account is payee indicated in the order. The Bank shall therefore not be deemed liable if a wrong identifier or IBAN is indicated in the order, no matter if acting as the Bank of the payer or of the payee.

When the Bank accepts an order indicating an **invalid** IBAN, the Bank restores the sums at the Account Holder account on the next working day and charges the Holder for the refund applying a fee specified in the Tariff.

XIV.3. The Bank shall be **responsible for non-execution or incorrect execution** of transactions ordered by the Account Holder and for **execution of non-authorized** transactions, and in cases of **errors and omissions in the maintenance** of the account.

When the Bank is responsible, the Bank has to reimburse the amount of the non-executed transaction without delay, as well as to reimburse all fees and interests paid by the Account Holder as a

result of the non-executed or incorrectly executed payment transaction.

In the case of non-executed or incorrectly executed payment transaction, ordered by the Account Holder, the Bank shall, if requested, act in due diligence for investigating the operation and notifies the Account Holder for the result.

In case of unauthorized transaction the Bank reimburse without delay the amount of the transaction not authorized by the Account Holder, and when necessary, restores the account in the condition before the execution of the not authorized operation. The reimbursement according to the previous sentence shall be performed not later than 21 days after receiving of the notification for unauthorized operation from the Account Holder.

XIV.4. In cases of operations on which the Account Holder is a payer and which are not ordered by him but by the payee (**direct debit**) or through the payee (**card transactions**), the Account Holder is entitled, **although the operations were authorized by him**, within 56 days after the Account Holder's account is debited, to request from the Bank refund of the whole amount of the operation already executed by the Bank, if the following conditions are met:

- 1) The authorization did not specify the exact amount of the transaction when the authorization was made and
- 2) The amount of the transaction exceeded the amount expected by the Account Holder taking into account his previous costs for similar operations, the conditions in the contract and the relevant circumstances of the case. It is deemed that the maximal amount indicated in the consent for direct debit corresponds to the amount expected by the Account Holder.

The Account Holder is bound to provide the Bank with evidences related to the above mentioned in p.1 and p. 2 conditions.

The Bank shall not reimburse the amount if the Account Holder relies on currency exchange reasons following the agreed exchange rates.

XIV.5. In case the Account Holder is payer on the transaction ordered by the payee, he has no right to a refund according to the previous point where he has given his consent to execute the payment transaction **directly to the Bank** and information on the future transaction was provided for at least 28 days before the due date by the Bank or by the payee.

XIV.6. The Bank shall take decision on the request specified in the previous point within **10 business days** from receiving it. If the Bank agrees with the request, the Bank refunds the whole amount of the payment operation. In case the request is rejected, the Bank shall provide justifications for refusing the refund, indicating the bodies to which the Account Holder may refer if he does not accept these justifications.

XIV.7. In case on an operation ordered by the Account Holder when he is also a payee on the operation (e.g. such operation is a payment through direct debit **towards** the Account Holder), the Bank receives request from the payer's provider for refunding the total or part of the amount of the transaction, the Bank executes it without being obliged to estimate the correctness or grounds of the request. The Account Holder gives his consent the Bank to collect the refunded amounts from his account.

XV. REPAYMENT. ENFORCEMENT

XV.1. The Account Holder shall be in default for the payment of his obligations booked as a debit balance on the account, as follows:

- 1) from the moment of existing of the unauthorized overdraft;
- 2) also in the cases specified in the overdraft contract, if such contract is concluded;
- 3) and in each case in the event of closing the account.

XV.2. From this moment the Account Holder is in default and the Bank shall have the right to apply for an execution order on the grounds of a statement of the account and to commence enforcement in any of the methods provided by law.

XVI. CLOSING OF THE ACCOUNT

XVII.1. The current account contract is open-ended. The account shall be closed:

- 1) **at the written request** of the Account Holder. The Bank may refuse to close the account **within one month after cancellation** of all cards issued to the account or the loan on which is being collected on the account. If the product BankOn SMS is used on the account, the Bank may refuse to close the account until the collection of all due fees at the end of the month;

2) at the **Account Holder's request through his new bank** upon transferring of the current account following the order of the so called "switching", if this is envisaged in a document binding the Bank (e.g. agreement between the banks or a normative act);

3) by a **2-month written notice** of The Bank sent to the address indicated by the Account Holder or another address of his known by the Bank or following another means stipulated by law;

4) **without preliminary notice on behalf of the Bank** if the Account Holder is in breach of the law or the current account contract or the payment instruments contract,

5) in the case of **death** of the Account Holder;

6) in case of **constant impossibility for establishing direct contact** with the Account Holder (one of the Account Co-Holders in the case of a joint account). Constant impossibility to establish contact shall be considered available in any case if the Account Holder can not be contacted at his permanent or postal address indicated in the contract for opening of the account or respectively to the changed permanent or postal address for which the Bank was notified in writing. Such impossibility shall be considered available if two written messages sent by the Bank to this address have been returned undelivered with a note from the respective post officer certifying that the addressee was not found on this address.

Upon closing of the account all payment instruments issued on this account shall be cancelled.

XVI.2. If the termination is made after the expiry of 12 months from the signing of the agreement, the Account Holder could not be charged. In case it is terminated earlier the Account Holder shall pay to the Bank a fee as per the Bank's Tariff.

XVI.3. The Bank calculates and credits the interest on the assets on the account at the date of closing of the account according to the current Interest policy and collects the due fees as per the current Tariff.

XVI.4. In case after accruing the interest and collecting the due fees the account is on a credit balance, the assets shall be paid at desk or transferred to another account. In case after accruing the interest and collecting the due fees the account is on a debit balance, the debit is due by the Account Holder and has to be deposited in cash upon closing of the account.

XVI.5. In the case of death of the Account Holder the account shall be closed at the moment when the Bank was notified for the death in writing. The notice can be given by any third party and has to be accompanied by the act of death. The remaining positive balance shall be paid to the inheritors of the Account Holder in accordance with the applicable legislation in force. The Bank undertakes no responsibility whatsoever for transactions made on the account before receipt of the written notice for the death.

XVII. TRANSFERRING (SWITCHING) OF THE CURRENT ACCOUNT

XVII.1. Transferring of the current account (switching) of the Account Holder represents transferring of periodical payment operations – periodical direct debits, orders for periodical credit transfers and periodical incoming credit transfers – performed from/to the current account, opened at the Bank which in the process of transferring is called Old Bank, to a current account in other Bank (New Bank).

The Account Holder has to take into account that transferring is not possible if his current account in the Bank is used for servicing of a loan, if there is an agreed overdraft, if the account is connected with credit cards or investment services, and if there are pledges or restraints on the account (or reserved amounts).

XVII.2. The process of transferring is possible between banks which are parties on an interbank agreement for transferring of current accounts of physical persons. The banks which have joined the agreement and if the Bank participates in this mechanism is announced on the web site of the Association of the banks in Bulgaria.

On the date of issuing the present General Terms and Conditions Societe Generale Expressbank AD has not joined the indicated agreement and for that reason the service is not offered to the Account Holders of current accounts in the Bank.

Joining of the Bank to the process of transferring of current accounts of physical persons will be announced on the web site www.sgeb.bg, as well as in the Bank's premises.

The order for transferring of the account will be indicated in approved by the Bank Practical instructions which are obligatory for the Account Holder and which are deemed to be accepted by the Account Holder from the moment the service is requested from the Bank.

XVII.3. Closing of the account in the case of transferring to the New bank shall be admissible only if all conditions and procedures specified in the Practical instructions of the Bank for transferring of current accounts of physical persons are respected.

XVIII. OVERDRAFT CONTRACT

In order to use overdraft on current account a separate contract for overdraft has to be concluded.

XIX. CURRENCY OPERATIONS

XIX.1. The Bank shall provide the Account Holder with the possibility to execute non-cash currency operations, with the amounts on their current accounts or cash currency operations for the currencies with which the Bank works with value date on the same day or two days after the date of each deal at maximum.

XIX.2. The Bank shall provide information for the applicable exchange rates for sales and purchases of foreign currency in its premises as well as on its web-site. The Bank shall have the right to amend the applicable exchange rates during the day, where such amendments shall be applicable from the moment of their announcement.

XIX.3. In case the Account Holder would like to sale or purchase foreign currency in exchange of Bulgarian lev, the transaction shall be executed according to the respective "buy" or "sell" exchange rate for the respective currency towards the Bulgarian lev. In case the Account Holder would like to sell or purchase currencies, other than Bulgarian lev, the Bank shall execute the operation, using the "buy" and "sell" exchange rates of the respective currencies towards the Bulgarian lev or by using the direct cross reference exchange rate, in case this is explicitly agreed with the Bank.

XIX.4. In case the Account Holder would like to buy or sell foreign currency in an amount exceeding 5000 BGN, calculated according to the official rate of the Bank, he shall have the right to receive an individual exchange rate by its relationship manager or directly from the Financial markets division of the Bank.

XIX.5. For the execution of any purchase or sell of foreign currency, the Account Holder or its attorney, shall visit the offices of the Bank and shall file in a duly signed Order for currency operation according to a template, provided by the Bank. After signing the Order by the Account Holder and by the respective Bank officer, it shall become binding for the parties with the conditions specified therein.

XIX.6. The Bank shall provide its clients with the possibility to execute distant cash or non-cash currency operations by telephone.

XIX.7. For the execution of such operation, the Account Holder has to address the Financial markets division of the Bank on the following telephone numbers: (02) 93 70 572, (02) 93 70 573, (02) 93 70 574, (02) 93 70 577 from 8.00 until 18.30 h. The Bank shall have the right to refuse the conclusion of such operation, without providing any justifications for this whatsoever.

XIX.8. Foreign currency operation, concluded by telephone shall be deemed to be concluded from the moment when all the following parameters have been agreed by the parties:

- 1) the amount and the currency, bought or sold, respectively, by the party
- 2) the payment and the settlement of the operation – cash or non-cash;
- 3) the exchange rate;
- 4) the value date of the settlement
- 5) the bank account of the Account Holder from which the amount being sold is to be collected, if applicable;
- 6) the bank account of the Account Holder to which the amount being bought is to be credited, if applicable.

XIX.9. The Bank hereby informs the Account Holder that all the telephone conversations in relation with the distant conclusion of deals are being recorded.

XIX.10. The conditions, for each such transaction, proposed by the Bank are valid only if immediately accepted by the Account Holder.

XIX.11. After concluding the deal, the Account Holder have to immediately send to the Bank, via e-mail or fax, the Order for the respective transaction, signed by an authorized person and duly filled-in, according to the telephone conversation. The original of the signed Order have to be provided to the Bank not later than 3 days after the day of the conclusion of the deal.

In case the document is not sent to the Bank in the due terms, the Bank shall have the right to conclude an offset operation, opposite of the deal, concluded by telephone using the official rate of the Bank for the respective day. All profits or losses ensuing from such offset operation are for the Account Holder.

XIX.12. When concluding non-cash foreign exchange operations, the Account Holder shall provide on the specified account, not later

than the end of the day of the settlement, the amount of the currency being sold by him, sufficient for the execution of the operation.

XIX.13. In case the Account Holder does not provide the necessary amounts of the currency, as specified herein above, the Bank shall have the right to execute an offset operation, opposite of the deal, concluded by telephone at its official rate for the respective currency for the day. All the profits or losses ensuing from such offset operations are for the Account Holder.

XIX.14. The Account Holder hereby gives its explicit consent the Bank to collect from all its accounts opened with the Bank all the amounts falling due under the concluded deal, for example, but not only the amounts falling due under the offset operations herein above.

B. SAVING ACCOUNT

I. SAVING ACCOUNT

I.1. The saving account is at-a-glance account which shall be used for keeping money intended for accumulation, and for depositing and withdrawing on the account. As an exception the Bank may allow performing of other payment operations on this account and

using of payment instruments. It is not possible to use overdraft or unauthorized overdraft on the saving account nor to perform payment operations through a bank card.

I.2. Opening of a saving account in favor of a third party is not possible.

C. JOINT ACCOUNT "FAMILY"

I. JOINT ACCOUNT

I.1. The joint account is an account having two Account Holders who have entered in a marriage. As an exception the Bank may allow Account Holders on the joint account to be persons who are not spouses.

The joint account might be a current or a saving account.

II. PARTICULAR RULES

II.1. With respect to the credit balance on the account the Account Co-Holders shall be creditors of the Bank in the conditions of active solidarity.

II.2. Each of the Account Co-Holders shall have the right to operate with the account on his own (to deposit, withdraw, give payments orders, etc.) without closing it. This refers to both debit and credit operations.

The Bank undertakes no responsibility whatsoever for the relations between the Account Co-Holders incurred by the operation of the account by any of them, provided such operation is consistent with the way specified in the present General Terms and Conditions.

If the instructions given by one of the Account Co-Holders are contradictory or inconsistent with instructions given by the other Account Co-Holder, the Bank shall have the right to refuse to perform the transactions until the conflict is removed.

II.3. The Account Co-Holders are jointly and severally responsible to the Bank for any debit balance on the account, as well as for repaying of the due fees and commissions for servicing the account.

II.4. Operation with the account through an attorney shall be consistent provided the attorney is authorized by both the Account Co-Holders.

II.5. Deposits can be made to the joint account in cash or by banking transfer at the name of all the Account Co-Holders as well as at the name of any of them. Following the deposit of the amounts any of the Account Co-Holders shall have the right to operate with them in the manner described hereinabove irrespective of who was indicated as a beneficiary of the deposit.

II.6. Shall any of the Account Co-Holders enter into a loan agreement with the Bank, the other Account Co-Holder shall

undertake joint responsibility for the debt of the other within the meaning of art. 101 of the Law on the Obligations and Contracts since the moment of opening of the joint account and gives his consent that the Bank shall collect any amounts due under the loan agreement from the joint account. The Bank is entitled to debit the joint account of the Account Co-Holders who are co-debtors – borrowers on a loan agreement or have undertaken joint liability for the debt.

II.7. Statements of the joint account shall be made available or provided to any one of the Account Co-Holders.

II.8. The Account Co-Holders can close the account only jointly. There is a possibility one of the Account Co-holders to be empowered by the other one, as well as a third party to be empowered by both the Account Co-Holders with a power of attorney in writing with notary certification or by a bank power of attorney and by observing the rules of the Bank for disposing through an attorney. The closing of the account shall be performed after an identity document and/or the original of the power of attorney is presented.

II.9. None of the Account Co-Holders shall have the right to resign from the account.

II.10. In case of enforcement, the Bank shall execute any distraint order to the account notwithstanding the obligation of whom of the Account Co-Holders is being enforced unless otherwise specified in the distraint order.

II.11. The account shall be closed when the Bank receives a notice of the death of any of the Account Co-Holders.

The active solidarity shall be terminated as an effect of the closing of the account. The positive balance shall be distributed by the Bank in as many equal parts as the number of the Account Co-Holders has been and the Bank shall pay a portion respectively to the survived Account Co-Holder and to the inheritors of the deceased according to the legislation currently in force.

II.12. The obligation for the debit balance and for repaying the fees and commissions due to the Bank shall continue to be due jointly and severally by the survived Co-Holder and the inheritors of the deceased. Among the inheritors themselves the obligation shall be distributed in accordance with their shares in the inheritance.

D. CHILD ACCOUNT

I. CHILD ACCOUNT

I.1. The child account is a current or a saving account having a child as Account Holder.

I.2. A child is each person up to the age of 18.

II. OPENING AND FUNCTIONING

II.1. The agreement for opening of the account shall be signed:

- for a child whose age is above 14 – by the child with one of the parents;

- for a child whose age is below 14 – by each one of the parents.

II.2. The payment documents shall be signed in the same way.

II.3. By virtue of an explicit provision of the Family Code withdrawals of funds from a child account shall be performed only after permission from the Regional court in the child residence is available.

III. ATTAINMENT OF MAJORITY

III.1. From the moment of attaining majority the Account Holder does not need any more assistance from a parent or a sanction of the court in order to operate his account.

III.2. From the day following the 18 birthday the specific interest conditions applicable to a child account do not apply any more and the accrued interest is the interest applicable to an ordinary current, respectively saving account.

E. PARTICULAR RULES FOR ACCOUNT HOLDERS WITH LIMITED CAPABILITY

Upon opening and operating with accounts the particular rules of the law with regard to the persons placed under a full or a partial disability, shall be taken into account. The contract for opening of the account and the payment documents shall be signed:

- from the person placed under limited disability and his custodian;

- from the guardian of the person placed under full disability.

In both cases for performing of cash withdrawals the law requires presenting of a permission of the Regional court in the Account Holder residence.

TELEPHONE BANKING BANKON PHONE

I. SUBJECT OF THE CONTRACT

I.1. The service BankOn Phone (hereinafter called "the Service") shall be delivered to all individual clients of the Bank after signing a Registration form.

I.2. The Service is accessible for telephone subscribers of the net of BTK – digital and analogue telephones with tone dialing, M-tel and Globul.

I.3. The Bank shall deliver to the Account Holder when dialing of the telephone numbers **0 900 32 32 0, 088 134 3230, 089 17 3230** information services, namely Passive telephone banking which comprises access to personal banking information, without ordering of operations. The access to the telephone numbers of M-tel and Globul from abroad is possible for clients who have roaming. The access from abroad to the telephone number of the operator BTK is not possible at the moment of finalizing of the current General terms and conditions. The access from abroad to the telephone number may become possible depending on the conditions offered by the operator BTK.

II. ACTIVATING OF THE SERVICE

II.1. The Account Holder, and in cases of joint accounts each Account Co-Holder receives an individual identification number (called also "user number") and a password which allow the access to the individual accounts, as well as to the joint account. If one of the Account Co-Holders does not have other accounts in the Bank, he/she receives an individual identification number and a password which allow the access only to the joint account.

II.2. Upon activation of the Service all payment accounts which have not been closed until the moment of the activation shall be automatically included for delivering of information services according to p.III from the present part.

II.3. The Account Holder receives two-digit code which serves for individualizing of each account in the system, as well as a unified code for access to all accounts simultaneously.

II.4. The individual identification number and the password for initial access are being delivered personally to the Account Holder which is being certified by signature.

II.5. The Service is active from the next working day after receiving of the user number and the password.

III. FUNCTIONING OF THE SERVICE

III.1. The Service delivers to the Account Holder information for:

balances on accounts – current status;

movement on accounts – the Account Holder has the opportunity to choose between information for the current day and for the last five working days;

the last three credit movements on account, no matter when these movements were performed;

the short codes of accounts of the Account Holder;

not repaid credit card obligations.

III.2. The information which shall be delivered through the Service corresponds to the actual status of the accounts of the Account Holder at the moment of the phone call.

III.3. The Account Holder may receive information on phone, fax and e-mail, while delivering of information may be requested only on phone via tone dialing in the menu.

III.4. Only Information for balances on accounts, for the last three credit movements on account and for the short codes of accounts may be received on phone.

III.5. In order to receive the requested information on e-mail the Account Holder is obliged to register in advance in the system the respective e-mail address.

III.6. In order to receive information on fax the Account Holder is obliged to make a call from the fax or from a telephone allowing redirecting of the data transfer towards the fax number. The expenses for receiving of the information on fax are for the Account Holder's account.

III.7. Changing of the e-mail address may be realized only by the respective employee of the Bank. The Bank does not bear any responsibility for delivered information in case the Bank is not notified in time for changing the e-mail address.

III.8. If the Account Holder has accounts in different branches of the Bank, the registration for the Service shall be made separately for each branch. The Account Holder receives the respective user numbers and passwords for each branch.

III.9. The user number may not be changed. It is recommendable for safety reasons that the Account Holder changes the password for access when entering the system for the first time.

III.10. Depending on the conditions of BTK, M-tel, Globul the maximum duration of one phone call may be restricted.

III.11. In cases of damages and problems when using of the Service the Account Holder may call: **0800 18 888**, free of charge for subscribers of digital telephone exchanges and paying the price for one city phone call for subscribers of analogue telephone exchanges of BTK.

III.12. If the Account Holder inserts three times an invalid code, a false identification number or a false password, the phone call is redirected to an operator.

III.13. In case of a lost or stolen password the Account Holder has to change the password for access. If changing the password for access is not possible, as well as in cases of a forgotten password, the Account Holder shall present himself in the branch of the Bank where the registration was made, to request blocking of the access to the Service – as a result the password used until the suspension of the access becomes invalid, and to fill in an application for issuing of a new password following a template delivered by the Bank. After accepting the application the Bank immediately issues a new password to the Account Holder.

The Bank does not bear any responsibility for delivering of information asked before receiving of the blocking request.

IV. PRICES

IV.1. The Account Holder shall pay to BTK, M-tel and Globul the value of the phone call made by him according to the tariff of the respective operator with his monthly bill for using of telephone services. Prices are determined and respectively changed by the phone operator.

V. RESPONSIBILITY OF THE BANK

V.1. The information received through the Service is aimed at private using and does not constitute an official document. If it is necessary, the Account Holder may request the issuance of an official document by the respective branch of the Bank.

V.2. The Account Holder is obliged to keep diligently the secret of the user number and password granted and not to allow finding out by third persons. The risk of using of the user number and password unconsciously by a person different from the Account Holder is taken entirely by the Account Holder. The Bank is not responsible for delivering of information to another, unauthorized person, including information, representing banking secrecy according to art.62, al. 2 from the Credit Institutions Law in case the person in question has identified

himself with the user number and password of the Account Holder for the Service.

V.3. The Bank is not responsible in case of impossibility to deliver the information requested through the Service due to extraordinary reasons which the Bank could not foresee or prevent.

VI. PERSONAL DATA

VI.1. The Account Holder agrees BTK, M-tel, Globul to grant to the Bank information for the unpaid services by the customers and information for the traffic interest from the subscribers to the special number, while the Bank delivers to the respective phone

operator records as well as the necessary additional information and documentation for executing of complaints investigation.

VII. TERMINATION OF THE CONTRACT

VII.1. The agreement may be terminated in the cases specified above and also unilaterally by the Bank without a preliminary notice in case it is found out that the Client has used technical means for unauthorized access to the net of the respective phone operator.

VII.2. In case of termination of the special number delivering to the Bank by BTK AD, Mobiltel AD, Cosmo Bulgaria Mobile EAD or Global net solutions EOOD, the Bank will terminate granting of the Service from the respective telephone number

G. GUARANTEEING OF DEPOSITS

I. BANK DEPOSIT INSURANCE FUND

I.1. In accordance with the Bank Deposits Guarantee Act the accounts of the Account Holder held in Bulgarian leva and in foreign currency shall be guaranteed by the Bank Deposit Insurance Fund (the Fund)

II. AMOUNT OF THE GUARANTEE

II.1. The Fund shall guarantee payment in full of the balances of the accounts of the Account Holder in the Bank, irrespective of the number of the said accounts and the amount of the assets thereon, for any amount not exceeding BGN 196 000.

III. CONDITIONS FOR REPAYING

III.1. The guarantee shall be repaid by the Fund under the conditions and within the terms, as specified according to art. 23 of the same Law.

Payment of sums of money from the Fund shall begin not later than 20 working days after the date of the decision of the Bulgarian National Bank for revoking the granted banking license. In case of any extreme circumstances the Fund may prolong the said term with no more than 10 working days.

IV. EXCEPTION

IV.1. The guaranteed amounts on the accounts in the banks shall **not be repaid to:**

- 1) any person who has been granted preferential interest terms departing from the declared terms and conditions which the bank is obliged to apply to all depositors therewith;
- 2) any member of the board of directors or of the supervisory board, any procurator, and any member of the internal control bodies thereof;
- 3) any natural person, who is partner in the specialized auditing entities selected or appointed according to the procedure established in the law to certify the bank's annual financial statement;
- 4) the spouses and any lineal and collateral relatives up to the second degree of consanguinity to any persons covered under points 2 and 3;
- 5) No guarantee shall be provided in respect of any accounts which have arisen out of or which are related to any transactions and actions constituting "money laundering" within the meaning given by Article 2 of the Measures against Money Laundering Act, if the doer has been convicted by an effective sentence.

PAYMENT INSTRUMENTS

The payment instrument for remote access to a bank account which the Bank delivers, are bank cards, telephone banking BankOn Phone, internet banking BankOn Web and SMS banking BankOn SMS.

A. COMMON RULES

I. CONCLUDING OF THE CONTRACT

I.1. Concluding of the contracts for using of payment instruments shall be made at the Bank branch where the account of the Holder is opened. The Account Holder has to come to the Bank branch and to sign a contract following a template delivered by the Bank.

II. OBLIGATIONS OF THE ACCOUNT HOLDER AND THE OTHER AUTHORIZED USERS OF A PAYMENT INSTRUMENT

Along with the commodity they offer, if they are not used in the right way and carefully kept, the payment instruments might endanger the funds of their user. The most important obligations of the users of these payment instruments are therefore connected with the use and protecting of the personal identification characteristics thereof.

II.1. The Account Holders and the other authorized users of payment instruments are obliged:

- 1) to use a payment instrument only **personally** and in compliance with **the conditions** for its issuance and use;
- 2) to exercise **due care to protect their personal identification characteristics**, as PIN, password, user name., and to take all measures against unlawful revealing;
- 3) to use the payment instruments only for **operations permitted by law**;
- 4) to protect the **items** which enable them to access the bank accounts and serving for their identification, incl. **bank cards, mobile phone, SIM card**, etc.
- 5) **not to write his/her PIN and not to carry it with the bank card**; respectively not to write their passwords/codes.

II.2. The Account Holders and the other authorized users of payment instruments shall notify the Bank without delay for: loss, destruction, theft, taking away in another way, forging or use in any illegal way of the payment instrument, disclosure of PIN or a

password by a third party; performing of an operation with a payment instrument which is not authorized by the Account Holder or the Additional Cardholder.

Giving priority to the safety of the payment instrument, the Bank and the card operator shall accept notifications for loss, destruction and damaging of a bank card, made by phone, fax or by post, from each person who pretends to be the Account Holder, or the Additional Cardholder in the cases where the Bank may not verify immediately the identity.

In these cases the Bank shall block using of the payment instrument and shall notify the Account Holder or the Additional Cardholder.

III. REGISTERING OF NOTIFICATIONS

III.1. Each notification under the previous point shall be entered in a chronological order in a special registry in which the content of the notification, the hour of receiving, the name of the person who sent it, the name and signature of the person who received it and wrote it down in the registry, the name and signature of the person who notified the card operator in the cases concerning cards, the time and the way in which the notification was made, are indicated.

III.2. The registry might be kept on paper or on another durable medium in a way allowing the safe storing and exact reproduction of the information and excluding any possibility for its consecutive change. For the notifications made by phone, fax and telex the hour of receiving indicated in the registry shall be deemed to be valid. Between the parties the records in the registry shall be considered to be binding evidence until the opposite is proved.

III.3. In the case of a bank card immediately upon receipt of such notification the Bank shall inform the card operator and shall block the card without delay. The card operator blocks the card in a period of time necessary to receive the information from the Bank.

IV. RESPONSIBILITY OF THE BANK AND OF THE ACCOUNT HOLDER

IV.1. The Bank responsibility for unauthorized payment operations is specified in Part A – Current account.

IV.2. P. IV.1 does not apply and the Account Holder incurs the losses connected with all unauthorized payment operations, resulting from the use of a lost, stolen or unlawfully taken payment instrument, when he failed to protect the personal protection characteristics of the instrument, but not more than BGN 300. If the damage is caused fraudulently by the Account Holder or by the Additional Cardholder or if the Account Holder or the Additional Cardholder has not performed intentionally or because of gross negligence his obligations, specified above, the Bank is not responsible. After notifying the Bank for the cases under this point, the Account Holder does not incur any damages unless he acted fraudulently.

V. BLOCKING OF A PAYMENT INSTRUMENT

V.1. The Bank is entitled to block the use of a payment instrument due to objective reasons in relation to:

- 1) the safety of the payment instrument;
- 2) suspicion for unauthorized use of a payment instrument;
- 3) use of the payment instrument aiming at fraud;
- 4) significantly augmented risk the Account Holder not to be able to perform his obligation for payment – in cases of payment instruments with granting of a credit.

V.2. In these cases the Bank shall immediately inform the Account Holder, respectively the Additional Cardholder for the blocking and for its reasons, unless submitting such information is restricted for security reasons or with regard to complying with legislative requirements hindering informing of the Account Holder.

V.3. When the reasons for blocking are no longer existent, the Bank de-blocks the payment instrument or replaces with a new payment instrument.

VI. CANCELLATION OF THE CONTRACTS FOR USING OF PAYMENT INSTRUMENTS

VI.1. A contract for using a payment instrument shall be cancelled:

- upon **closing of the account** on which it is used;
- on **the same reasons** as the ones applicable to cancellation of the contract for current account;
- upon **expiry of the term** if the contract is with a term and automatic renewal is not concluded;
- without notice **from the Account Holder**. In the case of a bank card the Account Holder may indicate a date from which the card will be deactivated;
- with 2-month preliminary notice **from the Bank**;
- upon placing the Account Holder, respectively the Additional Cardholder **under disability** – from the moment the Bank is notified by delivering of the decision of the competent court.

Upon the Account Holder's death his inheritors do not have the right to use the payment instrument. They have to give back the bank cards and to destroy every item on which the personal identification characteristics – such as PIN, passwords, user names, etc. are written down.

VI.2. If the contract is cancelled before expiration of 12 months from its conclusion, the fees collected by the Bank according to its Tariff, are not subject to any reimbursement.

Deactivating of the instrument shall occur in the necessary technological term, indicated in the respective part.

In the special parts above the specific reasons for cancellation, if any, are specified.

B. BANKING CARD

I. BANKING CARD

I.1 Banking card is a type of an electronic payment instrument and represents a card on which information is recorded in electronic way and which shall be used many times for the identification of the Cardholder, remote access to the current account and/or a credit limit determined in advance and for performing of the following operations:

- 1) cash withdrawal from automated teller machines (ATM);
- 2) payment of goods and services and receiving of cash at terminal devices at the point of sale (POS);
- 3) payment of goods and services through virtual terminal devices POS, as follows:
 - for cards MAESTRO - on Bulgarian internet sites which indicate that payments with banking cards bearing this brand is possible (such as ePay.bg, etc.);
 - for cards VISA and MASTERCARD – on the internet sites of merchants accepting payments with banking cards bearing the respective brand;
 - for cards V PAY – on the internet sites of merchants indicating to accept payments with banking cards bearing this brand and being certified for the program Verified by Visa. In addition it is necessary the Cardholder to have been activated the functionality 3D Secret Code for the respective card according to the provisions of p.XI from the present part.
- 4) for cards VISA and MASTERCARD - payment of goods and services, ordered by phone, mail, catalogue to providers, in case the suppliers or their servicing bank are certified for performance of such payments.
- 5) transfer between accounts through ATM;
- 6) payment of utilities through ATM;
- 7) information and other payment and non-payment operations like:
 - change of PIN at an ATM in the country;
 - information through ATM in the country about the last five transactions, performed by the banking card;
 - information about the available funds on the account/the credit limit available for operations with the banking card.

In case of technical developments the Bank might offer new services accessible through the banking card. On the other hand in

the case of a change in the policy of merchants and utilities' providers some of the above specified possibilities might be restricted.

I.2. The banking card shall be the property of the Bank.

I.3. The Bank issues banking cards of the MAESTRO, MASTERCARD, VISA and V PAY brands according to the agreements signed with the international card organizations MasterCard and Visa.

I.4. The banking cards according to the previous point shall be debit or credit cards.

Debit cards allow to the Cardholder to perform payments or to receive cash amounting to the available assets on the account, as specified under the part for current account. The Bank issues debit cards of the MAESTRO, MASTERCARD, VISA and V PAY brands.

Credit cards allow to the Cardholder to perform payments or to receive cash by utilizing a credit limit agreed in advance. The Bank issues credit cards of the VISA and MASTERCARD brands.

I.5. The cards MAESTRO, MASTERCARD, VISA and V PAY might be used both in and out of the country on terminal devices on which the respective brand is indicated.

I.6. If the client so prefers, cards from more than one brand might be issued for access to the same account.

II. PARTIES TO THE CONTRACT

II.1. The Account Holder might agree with the Bank on issuing a banking card for himself or for another person whom the Account Holder gives the right to operate with his account through the banking card, called "Additional Cardholder".

A banking card shall be issued to a capable physical person or to under aged persons (for MAESTRO, VISA and V PAY - between 14 and 18 years old; for MASTERCARD - between 16 and 18 years old). A credit card shall be issued only to capable persons.

II.2. In case of a joint account a banking card contract might be concluded with each Account Co-Holder.

III. CONCLUSION OF THE CONTRACT

III.1. A banking card shall be issued to a current account in BGN for cards MAESTRO or BGN, USD or EUR – for cards VISA, V PAY and MASTERCARD.

III.2. For issuing a credit card, before signing of the contract, the Client has to make an application in the Bank branch where his account was opened. The application shall indicate the credit limit requested by the client. The Bank may not satisfy or satisfy only partially the application

for providing of the credit limit indicated by the Client. In case the Client is not satisfied by the credit limit approved, he/she might refuse to sign the contract or to apply for increasing of the credit limit approved, if he/she offers the difference to be guaranteed by a pledge on deposit opened in the Bank.

IV. ISSUANCE AND DELIVERY OF THE CARD

IV.1. The Bank shall issue the banking card not later than 10 days following the date of the contract, unless the contract provides for other shorter period.

IV.2. The Card shall be delivered by the Bank to the Cardholder personally. .

Upon receiving the Card the Cardholder has to sign it on its back.

IV.3. Immediately after delivery of the card, the Bank informs the card operator/the authorization system to activate the card. The Cardholder may effectively use the card only after its activation.

V. IDENTIFICATION OF THE CARDHOLDER UPON PERFORMING OF OPERATIONS WITH A BANKING CARD

V.1. To perform payment and other operations through a banking card:

- for cash withdrawal and for performing of other operations on ATM the Cardholder identifies himself/herself by entering his/her PIN on the keyboard of the ATM;

- for cash withdrawal from a POS in a bank and for paying of goods and services through a POS with a merchant the Cardholder identifies himself/herself by signing the respective receipt delivered and/or entering a PIN. The signature shall correspond to the signature on the back side of the card. The merchant/the bank might require the Cardholder to certify his/her identity;

- when using of the card through technical means different from ATM and POS (e.g. on internet) the identification shall be made following the way specified on the respective technical means or indicated on the internet site, e.g. by using of a user name, password, CVC2 code CVV2 code, the number of the card, etc. CVC2/ CVV2 code represents the last three numbers printed on the back side of the card.

V.2. The Bank shall give to the Cardholder his/her personal identification number (PIN) in a way which guarantees keeping it secret from the employees of the Bank, as well as from third parties. The PIN shall be delivered to the Cardholder only personally.

V.3. The Cardholder might change his/her PIN on ATM, situated on the territory of the country.

V.4. Shall the Cardholder forget his/her PIN, he/she shall inform the Bank which shall issue a new card with a new PIN.

V.5. A PIN might be used only with the card it was generated for.

V.6. The Cardholder is obliged to keep his/her PIN separately from the banking card in a way to prevent its disclosure to third parties. Having received his/her PIN, the consequences of its disclosure shall be the exclusive responsibility of the Cardholder.

VI. USE OF THE CARD

VI.1. The Cardholder shall have the right to withdraw cash and order payments through the banking card only up to the limits, specified in the individual contract for the different types of devices.

VI.2. Payments shall be made:

- with debit cards - only up to the available amount on the account decreased by the amounts on the following point. The sum determined this way which payments with a banking card may not exceed is also called “**available amount**”;

- with credit cards – up to the approved credit limit.

VI.3. The Bank might reserve the funds necessary for forthcoming payments of the Cardholder and not allow payments through a banking card to decrease the amount of the reserved funds.

VI.4. Funds might be reserved for:

1) installments with forthcoming maturity on loans granted by the Bank – reserving shall be made upon the first funds depositing during the month of the maturity or the month preceding the maturity of the installment, but only if not more than 15 days remain to the maturity;

2) funds for forthcoming payments on permanent payment orders - reserving shall be made on the day preceding the execution date of the transfer;

3) premiums on Comfort insurance - reserving shall be made during the month preceding the month of renewal of the insurance, and the payment – upon first depositing;

4) funds on payments ordered through a banking card in the country and abroad for which the Bank is notified until the settlement;

5) overdue obligations for fees and insurances, interest, principal - upon the first funds depositing.

VI.5. The Bank shall inform the card operator about the available amount, specified under the previous points, and the limits, specified in the individual contract.

VI.6. The transactions ordered by the Cardholder shall be immediately authorized by the authorization centre if they are within the available amount, do not exceed the limits and if the Cardholder identified himself successfully by entering the PIN or by the other means admissible for the card.

VI.7. The account of the Cardholder shall be debited with the amount of the performed payment operations in the order of chronology in which operations enter the Bank with a value date – the date of entering of information for the performed operation in the accountancy system of the Bank.

VI.8. The settlement of operations performed in the country shall be performed in BGN. In case the account on which the banking card is issued is in a currency other than the currency of the settlement, and for that reason a conversion has to be made on the payment operation, for this conversion the Bank applies the fixing of BNB announced for the day of booking which is, as follows:

- Operations on ATM in Bulgaria executed until 11 a.m. during a working day shall be booked with value date being the same day;

- Operations on ATM in Bulgaria executed after 11 a.m. during a working day or executed during a non working day shall be booked with value date being the next working day;

- Operations executed on POS devices shall be booked after the bank of the merchant with whom the payment is made, sends to the Bank the information necessary for booking.

VI.8.1. In case of an operation performed abroad the amount of the payment shall be converted at the exchange rate for the respective currency, applicable in the international payment system on the date of the settlement of the respective international card organization.

VI.8.2. Having in mind that the international settlement takes place in euro, so at the time of booking a transaction at an account in a currency different from EUR, the conversion is between EUR according to the fixing of BNB in force at the moment of booking.

VII. CONTRACT FOR ADDITIONAL BANKING CARD

VII.1. The Contract for additional banking card shall be concluded with a person different from the Account Holder on whose current account operations with the debit banking card will be performed, or a person who is not party on the loan contract for the credit banking cards.

VII.2. All operations performed through the additional banking card and the fees and commissions due shall be for the account of the Account Holder. The main Cardholder shall repay within the agreed terms the utilized funds on the loan, no matter if the funds are utilized through the main or the additional credit card.

VII.3. The present General Terms and Conditions shall be applied to the relations arising from the additional banking card.

VIII. LOSS, DESTRUCTION AND DAMAGE OF THE BANKING CARD

VIII.1. The telephone numbers for notification are 080019333 (24/7) and 052/602 833 (within the working hours of the Bank) or the card operator (presently BORICA) on tel. 02/8705149, 02/9707623 and 02/9707616. The notification could be made orally, by telephone, fax, mail, etc. The notification to the card operator has to specify the number of the debit card. If the notification is made orally, by phone or fax, it has to be confirmed immediately in writing.

VIII.2. The Bank might not allow any operations with the banking card and block the card in any of the following cases:

1) received request for blocking made by the Cardholder or by the Account Holder;

- 2) received notification for destruction, loss, theft, forging or use of the card in any illegal way;
- 3) entering of wrong PIN three consecutive times;
- 4) the card is kept by the ATM or POS because of technical problem or an attempt for illegal use;
- 5) in case the account to which the card is linked is subject to a distraint, imposed by a competent body;
- 6) in case of serious breach of the agreed conditions on behalf of the Cardholder;
- 7) in case of a due unpaid debt of the Account Holder to the Bank on which the Account Holder has not provided the necessary funds;
- 8) in case of an unauthorized overdraft.

When the reasons for blocking the card are no longer existent, the Bank de-blocks the card and informs the card operator or issues new payment instrument. In case of blocked banking card caused by unauthorized overdraft, the Bank shall have the right to choose whether to restore the possibility to use the card or not.

VIII.3. In cases of loss, theft, destruction of the card, forgotten PIN, as well as on the Cardholder's request, the Bank issues a new banking card with a new PIN following the procedure stipulated in the present General Terms and Conditions.

VIII.4. In order to decrease the risk of illegal use of the banking card, the Cardholder shall immediately inform the Bank if he/she finds out that there are operations not ordered by him/her.

IX. RESPONSIBILITY AND BURDEN OF PROOF

IX.1. The Bank and the Cardholder agree that each person, who could identify himself by entering the valid PIN of the card, as well as by where applicable signature, which on its face and examined with normal care does not appear to be different from the signature on the back side of the banking card, should be considered unambiguously authorized to perform operations by the banking card. The Bank shall be obliged to perform the orders of such a person, while the risk of the unauthorized use of the banking card lays entirely with the Cardholder/the Account Holder.

IX.2. The Cardholder shall bear full responsibility for all obligations incurred through the use of the banking card (basic or additional). The Bank shall bear no responsibility whatsoever for transactions underlying the payment operations. This refers especially to all claims related to goods and services paid, as well as to any disputes concerning the underlying transactions which shall be settled directly with the other contracting party. The Bank, Visa International Inc., Mastercard Inc. and the card operator shall not be held responsible if any merchant refuses to accept payment with a banking card, or if the card may not be used due to some defect, interdictions (blockage), technical or communication problems.

IX.3. Following a notification concerning a theft, loss, destruction, forging or illegal use of the card, the Bank shall be responsible for the damages caused after the expiry of the time necessary under the specific conditions to pass the information to the national operator.

IX.4. The Bank responsibility shall be settled according to what is stipulated above in the Part for current account, having in mind that the Bank is not responsible if a transaction is performed on a device the use of which is not allowed by the Bank.

IX.5. The Cardholder shall hand over to the Bank any banking card, found by him, which was issued by the Bank.

X. DURATION AND CANCELLATION OF THE CONTRACT

X.1. The Cardholder or the Account Holder might at any time request deactivating of the banking card. The Bank executes the request within the term necessary under the circumstances for notifying the card operator for deactivating of the card.

X.2. The Account Holder might with a written request delivered personally in the branch of the Bank where the account was opened withdraw his/her consent for performing of operations with a determined banking card on the respective account. The Bank executes the request within the term necessary under the circumstances for notifying the card operator for deactivating of the card. The same conditions are applicable in case of closing the account.

X.3. The contract shall be concluded for a term of two years and shall be renewed automatically for a new two-year term, unless the Account Holder or the Cardholder notifies the Bank in writing that he/she does not want the contract to be renewed. The notification has to be received by the Bank until the first day of the month during which the term of validity of the card expires. In case such notification is not received, the Bank issues to the Cardholder a new card with validity for a new 2-year period. The new card shall be received after the 25th day of the month of the expiry of the validity of the old card which shall be returned. The new card shall be issued with a new PIN.

X.4. Besides the stipulated reasons common for all payment instruments, the Bank might cancel the contract for banking card before expiry of the term without preliminary notice if the Cardholder is in default for the performance of basic obligations under the contract, such as: not receiving the card within 3 months after its issuance, providing available amounts for the performance of payment operations or for the repayment of the loan obligations and for paying the due fees and commissions, respecting the limits, not allowing the use of his card and PIN by third parties or because of other important reasons.

X.5. The Cardholder shall return the card to the Bank in all cases when the card is no longer in use – e.g. upon cancellation of the contract, damage of the card, upon necessity to replace the card because of forgotten PIN, etc.

X.6. When at the time of cancellation of the contract there are transactions for which settlement is not made, the Cardholder shall provide funds for the performance of these payments.

X.7. The Cardholder shall have in mind that the only circumstance that he/she has not come in the Bank to receive his/her banking card does not lead to cancellation of the contract and the parties remain bound by the mutual obligations (including paying of fees and commissions) until its cancellation according to the previous points.

XI. 3D SECRET CODE

XI.1. The Bank shall give the Cardholder (resp. the Additional cardholder) possibility to enroll his/her card in the programs Verified by Visa (VbV) and MasterCard SecureCode of the International Card Organizations Visa and MasterCard for authentication of a Cardholder at the moment of shopping at online merchants certified for the programs mentioned above. Enrollment of the card in the programs is carried out via the functionality "3D Secret Code", which allows higher security when shopping online.

XI.2. Conditions for using "3D Secret Code" shall enter in force from the moment of its activation for the specific card until the moment of its deactivation.

XI.3. Activation of "3D Secret Code" is carried out by the Cardholder himself/herself for each of his/her cards in the way described below.

XI.4. To activate the functionality the Cardholder has to receive a Temporary password for registration (9 digit code). The temporary password can be received at any ATM of the Bank and within the system of Borica after choosing the functions from the main screen menu – Other Services/Payment via Internet/ Verified by Visa, MasterCard Secure Code/Temporary Password for registration, after which the Cardholder identifies himself/herself by entering his/her PIN and receives the temporary password on an ATM receipt. In case the ATM is not able to produce a receipt (e.g. due to lack of paper) the Cardholder can repeat the operations described above at another ATM.

XI.5. Within 3 (three) days from receiving the Temporary password, the Cardholder has to register on the Bank's Internet site and to create his/her client's profile, following the instructions in the site.

XI.6. To create his/her client's profile, the Cardholder identifies himself/herself with his/her temporary password for registration, after that creates his/her Secret Code, Hint question/answer and Personal Message. The Secret Code can consist of letters, numbers and symbols following the Cardholder's choice and according to the limitations for creation of a secret code given on the site.

XI.7. Via the created profile the Cardholder can at any time change his/her Secret Code, Hint Question/Answer and Personal Message.

XI.8. The Personal Message appears each time when payment in Internet is made before entering the secret code as a guarantee that the Cardholder has contacted the Bank's system. In case the Personal

Message is not visualized or a text different from the text of the Personal Message, the Cardholder should not confirm the transaction.

XI.9. Upon entering 3 times a wrong secret code, the Cardholder has to answer to the previously defined Hint Question. Only after answering correctly the Cardholder can define new secret code.

Upon entering a wrong answer to the Hint question, 3D Secret Code is blocked for the respective card. In this case the Cardholder has to turn to Card Customer Support Center on phone: +359(0)800 19333, to have 3D Secret Code unblocked. After that the Cardholder can receive a new secret code at the ATM within the system of Borica by choosing from the main menu Other Services/Payment via Internet/ Verified by Visa, MasterCard Secure Code/Change of Password.

XI.10. Via his/her profile the Cardholder can receive information for the transactions done at internet merchants by using 3D Secret Code.

XI.11. The Cardholder has the right to make a claim at the bank for a payment made via Internet at online Merchant certified for the programs Verified by Visa and MasterCard SecureCode, not later than 30 (thirty) calendar days from the payment date.

XI.12. The Cardholder is obliged to receive his/her Temporary password in person from the ATM and to create personally his/her profile and to keep his Secret Code, Hint question/answer and Personal Message in a way, which does not allow disclosing to third parties.

XI.13. The Secret Code and the Hint question/Answer represent personal authentication characteristics of a payment instrument and the Cardholder has all obligations as per p.II of the section for common rules for payment instruments.

XI.14. The Cardholder is obliged not to disclose information for his/her Secret Code and/or Hint question/answer no matter form which source and how the request has come, except for the cases when a payment is made at sites of merchants certified for the programs Verified by Visa and MasterCard Secure Code, when the entering of the secret code is done after visualization of the Personal Message, defined by the Cardholder during creation of the personal profile on enrollment of the card for 3D Secure Code.

XI.15. In case of a dispute related to the concrete conditions for the purchase of goods and/or services, delivery terms, prices, warranty conditions, insurances, etc. the Cardholder is obliged to contact the merchants directly for resolution of the issue.

XI.16. In case of non ability to reach an agreement as per the above article and submission at the Bank of a claim in writing for the payment, the Cardholder is obliged to submit full information for the order, all related documents and terms and conditions of the merchant in force at the time the deal is concluded, full correspondence with the merchant related to the order and the consequent attempts to solve the dispute between the Cardholder and the merchant. The Cardholder has to submit the documents in translation in Bulgarian and/or English. The claim shall be examined according to the present General Terms and Conditions.

XI.17. The cardholder may unsubscribe from the functionality 3D Secret Code following the instructions on the Bank's site.

XI.18. Liability of the Bank and the Cardholder when performing non authorized payment operations is specified in p. IV of the section for common rules for payment instruments.

C. INTERNET BANKING BANKON WEB

I. SUBJECT OF THE CONTRACT

I.1. The service Internet banking BankOn Web hereinafter referred to as **BankOn Web** offers the possibility to the Account Holders of accounts, opened in the branches of the Bank to have a distant access to their accounts for giving of payment documents and receiving of information in electronic form, the Account Holder making connection with the Bank via Internet.

I.2. The fact that the Account Holder has chosen to operate with his accounts through BankOn Web does not restrict his possibility to operate with these accounts according to all other legal means, contracted with the Bank.

II. CONCLUSION OF THE CONTRACT

II.1. In case of a joint account the contract for using of BankOn Web may be concluded separately with each one of the Account Co-Holders.

II.2. The Account Holder may agree with the Bank that a third party – Authorized User shall use BankOn Web. In such case the accounts accessed by the Authorized User and the groups of services which he/she may use shall be specified in the contract. The Account Holder may restrict the rights of the Authorized User with regard to using the services from the group "Payment operations" by indicating that the payment orders filled in by the Authorized User shall be executed only after they are additionally approved by the Account Holder through BankOn Web.

The Authorized User shall receive individual user identifier and password for access. All operations performed by him/her and the fees and commissions due shall be for the Account Holder's account. The present General Terms and Conditions shall be applied for the relations with the Authorized User as well.

II.3. The service is accessible for the Account Holder on the working day after signing of the registration form at the latest.

III. CONDITIONS FOR USING OF BANKON WEB

III.1. In order to use BankOn Web the Account Holder is obliged to have access to Internet via web browser supporting TLS (Transport Layer Security) with at least 128 bit encrypting.

III.2. Aiming at a better quality of the service granted, the Bank reserves the right of making modifications of the computer programs which execute the service. If one of these modifications imposes

changing of the necessary hardware or software, the Bank notifies the Account Holder by sending a message via BankOn Web at least 30 days before the change is made. The changes imposed due to the above mentioned shall be made by the Account Holder, for his/her account.

IV. DELIVERED SERVICES

IV.1. Via BankOn Web the Bank delivers services differentiated in two groups – Information services and Payment operations. The Account Holder may choose to use both groups of services or only the group Information services. It is not possible only the group Payment operations to be used. A person who is not legally capable may not use the services from the group Payment services.

IV.2. The group "Information services" provides the Account Holder with the possibility to receive the following information:

1) **Information for balance on account** – The Service provides the Account Holder with the possibility to receive information for the balance of the accounts indicated by him, the balance being correct for the current moment.

2) **Information for movements on account** - The Service provides the Account Holder with the possibility to receive information chronologically for all the operations performed on an account indicated by him during a period chosen by him, but not more than one year before the current date.

3) **Review of the operations on account** - The Service provides the Account Holder with the possibility to receive information for all the operations on the respective account, ordered for execution via BankOn Web, for a period chosen by himself, but for not more than one year before the current date. The Account Holder shall take into consideration that the fact the operation bears the status "Awaiting to be processed" does not mean that it's already executed. In case the Account Holder wishes to convince himself that the operation is executed, he may do it through the service "information for movement on accounts", as well as to review menu "Archive" where the status of the operation is available.

4) **Changing the password for access to the system** – Through this service the Account Holder may change his password for access to BankOn Web. Upon changing the password through sending of an electronic order, the Account Holder may immediately use the new password chosen by himself/herself.

5) **Receiving and sending of personal messages** – Through this service the Account Holder may receive advertising, promotional messages and

other free format messages from the Bank, as well as send free format messages to the Bank.

6) **Making of enquiries in a file** - The Service provides the Account Holder with the possibility to download information for movements on account as a file.

7) **Not repaid obligations on a card or overdraft** – The Service gives information for the amount of the Account Holder's obligations to the Bank on a credit card or overdraft on his/her current account.

8) **information for availabilities and movements on bank cards;**

9) **information on credits.**

IV.3. The group "Payment operations" provides the Account Holder with the possibility to give in electronic way orders for executing of bank transfers, as follows:

1) **transfers in BGN towards bank accounts** in the Bank or in another bank in the country.

2) **transfers in foreign currency towards bank accounts in the Bank or in another bank in Bulgaria and abroad**

3) **preterm repayment of an obligation on credit card;**

4) **payments to the budget** in the Bank or in another bank in the country;

5) **direct debit orders to accounts of third parties and direct debit orders to budget accounts.**

6) **periodic transfers.**

7) **transfers through using of special interface with grounds paying of bills** to utility companies. The Bank informs the Account Holder that there is a possibility part of the transfers to be executed through a third party – intermediary.

In order to make it more comfortable for the Account Holders, BankOn Web permits remembering as a model a certain payment document and when revising the documents for next operations this model to be used and revised.

IV.4. The Account Holder chooses alone the accounts to which he/she wishes to have remote access via BankOn Web. The accounts chosen by the Account Holder shall be indicated in the registration form.

IV.5. The group "Information services" shall be offered for all types of bank accounts of the Account Holder – deposit, saving, current, etc. The group "Payment operations" shall be offered only for payment accounts – current and saving, in case the special conditions for maintaining of a saving account allow performing of payment operations on the account.

V. BENEFICIARIES

V.1. The Account Holder shall have the right to specify names and bank account numbers of receivers of transfers in a list of Beneficiaries, as well as to change and delete the data of already specified Beneficiaries.

VI. IDENTIFICATION OF THE ACCOUNT HOLDER

VI.1. Upon BankOn Web contract's conclusion, the Bank shall deliver to the Account Holder 8 number user identification code and a password for access. The password shall be delivered in a sealed envelope while observing the confidentiality requirements. The envelope containing the password bears a unique number which upon the delivery of the envelope is filled in the respective field of the registration form.

VI.2. The access to the bank accounts shall be made on the Internet address <https://www.bankonweb.sgeb.bg/>. The Account Holder shall identify himself/herself with his/her user identification code and password. For performing of payment operations to parties not specified in the list of Beneficiaries before 16/12/2011, the Account Holder shall identify himself/herself by using one of the following additional electronic means of identification:

1) one-time codes generated from a special device with PIN delivered by the Bank against payment.

2) one-time codes sent by the Bank via SMS messages to a number of a mobile phone specified by the Account Holder in the registration form.

The Account Holder shall be obliged to specify a number of a mobile phone through which he/she shall not use BankOn Web. In the opposite case the Bank may not guarantee the security of the connection with the server of the Bank.

The Account Holder shall be obliged to inform the Bank in case of changing of the mobile operator while keeping the mobile phone number by signing a new registration form. In case of failure to comply with this obligation, the Account Holder shall not be able to identify himself/herself according to the way specified in the previous sentence, but for each SMS message sent by the Bank, the Account Holder will have to pay the respective fee.

3) qualified electronic signature the certificate for which shall be issued by a provider of certificate services according to the Electronic Document and Electronic Signature Act.

Information for the way of receiving and using of the additional means of identification shall be available in the User Guide published on <https://www.bankonweb.sgeb.bg/>.

The user identification code, the password and the additional electronic means of identification (incl. PIN of the special device) shall represent personal identification characteristics and the provisions in the part for Common rules for payment instruments shall apply for them.

VI.3. The connection with the server of the Bank is made through messages protected by the system for encrypting TLS (Transport Layer Security). The Account Holder shall be obliged to use BankOn Web via a device which has a last actual licensed version of an antivirus program for protection.

VI.4. The orders received through the connection indicated in the previous point, the author of which identifies himself/herself with the user identification code and password of the Account Holder, respectively with one of the additional electronic means of identification shall be accepted by the Bank as coming from the Account Holder or from the Account Holder or a person authorized by the Account Holder. The user identification code and the password, as well as the additional means of identification shall represent electronic signature in the meaning provided for by the Electronic Document and Electronic Signature Act (EDESA). The parties shall agree that the above mentioned electronic signature has the value of a handwritten signature of the Account Holder/the Authorized user in the relations between them.

VI.5. Upon the first entry in the system BankOn Web the Account Holder identifies himself/herself with the user identification code and password received at the moment of registration. In case of correct entry of the above mentioned codes for access the system shows a display in which the Account Holder is obliged to change the password with another one which is known only by him/her.

VI.6. It is recommendable the Account Holder to change his/her password at least once per three months.

VI.7. The Account Holder is obliged to remember his/her personal identification characteristics and not write them anywhere.

VI.8. The Bank is entitled to block the access to BankOn Web following the reasons specified in the part for common rules for payment instruments. For security reasons the access to BankOn Web will be blocked following eight consecutive introductions of a wrong password, and the password used until blocking of the access shall become invalid. In order to restore the access, the Account Holder is obliged to present himself in a Bank office and to sign a model application delivered by the Bank. After accepting the application the Bank issues immediately a new user identification code and a new password to the Account Holder. In this case the access to BankOn Web shall be restored until the beginning of the next working day.

The Account Holder does not have the right to disclose any information for the functioning of the system BankOn Web or to store such information in a way which may allow the disclosure to third persons if this information has been received in accordance with this contract and if its disclosure might result in inefficiency of the mechanisms guaranteeing the security of the ordered operations.

VI.9. In case of losing, destroying or stealing of the mobile phone/the SIM card whose number shall be used for receiving of codes, the device for generating of codes or the QES certificate, as well as if any doubt that third person might know one or more of the personal identification characteristics specified hereinabove, the Account Holder is obliged to notify immediately the Bank. The notification shall be made in a Bank office or on the telephone number 0800 18 888. If the Bank changes this telephone number, the Account Holder shall be notified with a personal message via BankOn Web.

After receiving the notification the Bank immediately blocks the access to the service, and the user identification code and the password used until blocking of the access, shall become invalid. In order to receive a new user identification code and password, respectively to specify a new additional means of identification, the Account Holder has to act as specified hereinabove.

In case of a blocking request by a phone call, by a person who pretends to be the Account Holder, the Bank in any case blocks the access to BankOn Web without the necessity to check the identity of the person. The Bank is not responsible for blocking of the access to BankOn Web as a result of phone calls made unconscientiously.

The blocking of the access does not prevent the execution of the payments ordered before receiving of the blocking request.

In case the Bank performs a payment from an Account Holder's account following a payment order which has been sent via BankOn Web more than 24 hours after receiving of the notification for disclosure of the secrecy of the personal identification characteristics and the identification has been made with the personal identification characteristics for which the Bank has been notified that they might have been known by a third person, the Bank is obliged to restore to the Account Holder the funds debited from his accounts together with the due legal interest but only in case the order was towards an account of third person and the Account Holder did not make any profit from the payment.

VI.11. In case the fact that knowing of the personal identification characteristics is realized because of the gross negligence or the intention of employees of the Bank, and the Bank has performed payment orders given by unauthorized using of the personal identification characteristics, is proved, the Bank shall be obliged to restore to the Account Holder the funds debited from his accounts together with the due legal interest but only in case the order was towards an account of third person and the Account Holder did not make any profit from the payment.

VII. EXECUTION OF THE ENQUIRIES AND PAYMENTS

VII.1. BankOn Web shall provide the Account Holder with the opportunity to receive information for his/her accounts and to order payments 24 hours every day and night. The Bank shall process and execute immediately the transfers within the Bank from 07,30 to 19,30 o'clock each day. The Bank may not guarantee their immediate execution from 19,30 to 07,30 o'clock. The Bank shall process and execute transfers to other banks according to what is specified in the part for current account. Transfers where the currency of the account from which the payment operation is ordered differs from the currency of the account towards which the operation is ordered (currency exchange) shall not be executed during days which are not working for the Bank, and they shall be executed after 09,00 o'clock on the first working day following the day of presenting of the payment order.

VII.2. In order to receive access to BankOn Web and to use the services delivered the Account Holder is supposed to identify himself/herself with his/her user identification code and password.

VII.3. In order to perform a payment operation to an account of a person specified in the list of Beneficiaries before 16/12/2011, transfers between two accounts of the Account Holder in the Bank, payments to budget accounts, orders for direct debit, as well as paying of bills to utility companies the Account Holder is supposed to identify himself/herself only according to the previous point.

VII.4. If the Account Holder wants to order a payment which is different from the ones specified in p. VII.3, the Account Holder is obliged to fill in the payment order and to confirm once more the order by using the additional electronic means of identification specified in p. VI.2.

VII.5. The Account Holder may revoke a payment ordered via BankOn Web in case the payment order has not entered the Bank yet. In order to find out if the order has entered the Bank to be executed, the Account Holder shall check the status of the operation in the menu "Archive". The status "Awaiting to be processed" means that the order has entered the Bank. After this moment the order may not be revoked via BankOn Web.

VII.6. The Account Holder shall have the opportunity to indicate another later value date of the payment ordered by him. In this case it shall be executed with the value date indicated by the Account Holder. In case the value date indicated by the Account Holder is a non working day, the payment shall be executed with value date on the first working day following the one indicated by the Account Holder.

VII.7. The Bank shall execute the payment only to the amount of the availabilities and the authorized overdraft. In case of lack of enough funds on the account at the time of receipt of the payment order, the Bank shall refuse the payment.

VII.8. The Account Holder may check the status of the payment operation, incl. whether the Bank has refused the execution of the operation, in menu "Archive".

VII.9. The Account Holder may order transfers only amounting to a certain amount per operation – operational limit and to a certain amount per day (from 00.00 to 24.00 o'clock on the same day) – day limit. The limits shall be specified in the registration form.

VII.10. The Bank may restrict the execution of certain types of payments if according to the current legislation their execution depends on delivering additional documents.

VII.11. The Bank shall provide the Account Holder with the possibility to deliver part of the additional documents according to the previous point in electronic way via BankOn Web.

The parties shall agree that all additional documents delivered by a person who has identified himself/herself with the user identification code and password, respectively with the additional electronic means of identification shall be treated as coming from the Account Holder.

VII.12. The Bank shall act in due diligence when providing security of the operations performed by the Account Holder through appropriate technical means.

VIII. PAYMENTS CONTESTATION

VIII.1. The Account Holder may contest a payment following the order for delivering of contestations, after the information for the initiated payment has been accessible to the Account Holder through the service "movement on account".

VIII.2. If the Account Holder does not contest the operation within the stipulated period, it is deemed to be approved by him/her. The Bank archives the dialogue (the communications between the Account Holder and the Bank executed through BankOn Web) and the payment orders issued from the Account Holder through BankOn Web. In case of payments contestation, the archived data for every executed operation and the dialogue from BankOn Web related to it shall be considered as a proof.

VIII.3. Records of all operations executed through BankOn Web are accounting documents in the meaning of art. 6-12 of the Accounting Law. They are deemed to be true unless the opposite is proved.

IX. CHANGE OF ACCOUNTS OR OF GROUPS OF SERVICES

IX.1. The Account Holder shall be entitled to change the accounts which he/she operates with through the system BankOn Web, as well as to change the groups of services used. For that purpose the Account Holder shall present himself/herself in an office of the Bank and to make an application for the change according to a template offered by the Bank.

IX.2. Upon signing on behalf of the Bank's employee, the application is deemed to be accepted.

IX.3. The change shall be realized from the next working day at the latest.

X. RESPONSIBILITY OF THE BANK AND OF THE ACCOUNT HOLDER

X.1. The responsibility of the Bank and of the Account Holder for unauthorized payment operations is specified in the part for general rules concerning payment instruments.

X.2. The Bank does not guarantee and is not responsible in case the mobile operator delays or does not deliver at all the SMS message to the number of the mobile phone specified by the Account Holder for receiving of one-time codes.

X.3. The Bank shall deliver free of charge a new device for generating of codes in case the device has defected within a period of six months from the moment it was received, unless the defect has been caused by the Account Holder intentionally or because of negligence.

X.4. The Bank is not responsible in case of impossibility to deliver some of the BankOn SMS services due to extraordinary reasons which the Bank could not foresee or prevent.

XI. PRICES AND FEES

XI.1. In order to use BankOn Web the Account Holder shall pay fees to the Bank in amounts specified in the Tariff for fees and commissions of the Bank (the Tariff).

XI.2. The Bank shall collect a fee for the SMS messages with one-time codes for identification sent to the Account Holder without controlling whether the SMS messages are received by the Account Holder.

XI.3. In case the Account Holder chooses to use a special device for generating of one-time codes, he/she shall pay to the Bank a price for the device specified in the Tariff.

XII. TERM AND CONSEQUENCIES FROM THE TERMINATION

XII.1. The present contract is concluded for an indeterminate period of time.

XII.2. The payment orders received from the Bank before the termination shall be executed except in cases of account closing.

D. SMS BANKING BANKON SMS

I. SUBJECT OF THE CONTRACT

I.1. The system for SMS banking BankOn SMS, hereinafter referred to as “**BankOn SMS**”, offers the possibility to the **Account Holder** to have a distant access to his accounts for:

- Receiving of information, related to his bank accounts, explicitly specified by him;
- Giving of orders for execution of bank transfers between own accounts of the Account Holder.

The Account Holder communicates with the Bank through short text messages, called hereinafter “**SMS messages**”, sent from and/or received to the short number **17 00 22** for subscribers to the mobile operators, indicated below.

The Account Holder uses the function for sending/receiving of SMS messages of his mobile phone.

I.2. The fact that the Account Holder has chosen to operate with his accounts through BankOn SMS does not restrict his possibility to operate with these accounts according to all other legal means, contracted with the Bank.

II. CONCLUSION OF THE CONTRACT

II.1. The registration of the Client in BankOn SMS is made right after concluding the contract.

II.2. The Bank delivers to the Account Holder a list of commands (patterns) predefined for using BankOn SMS services.

II.3. In case of a joint account, the contract may be concluded only with one of the Account Co-Holders of the account, and the possibility to use BankOn SMS is given only to this Account Co-Holder, as well as with both the Account Co-Holders separately, and the possibility to use BankOn SMS is given to both of them.

III. CONDITIONS FOR BANKON SMS USING

III.1. BankOn SMS is accessible to subscribers of M-tel, Globul, Vivatel¹, called hereinafter “**mobile operators**”, if the subscribers have the opportunity to use the function for sending/receiving of SMS messages pertaining to their mobile phones. The access from abroad is possible for Account Holders who have roaming.

IV. GROUPS OF SERVICES

IV.1. Through BankOn SMS the Bank delivers services, organized in two groups - **Information Services** and **Transfers between own accounts of the Account Holder**. The services subscription may be done only for one of the groups, for the two groups as a whole or for separate automatic Information services according to p. IV.2. A person from 14 to 18 years old may not use the services from the group **Transfers between own accounts of the Account Holder**.

IV.2. Receiving of SMS messages from the group **Information services** is done in two ways: **automatically** (without the Account Holder’s demand after the initial subscription) and/or **on demand after sending of a SMS message** on behalf of the Account Holder, according to a predefined command (pattern).

IV.3. Using of services from the group **Transfers between own accounts of the Account Holder** is possible only on demand **via sending of a SMS message** according to a command (pattern), predefined by the Bank.

V. DELIVERED SERVICES

V.1. The services from the group **Information services** delivered through the respective SMS messages, are specified hereinafter. Receiving of such SMS message is possible to be done automatically and/or on demand as stipulated in the previous point.

1) **Available balance on account** – The SMS message contains information for the available balance on an account pointed out by the Account Holder. The notion for “available balance” is explained in the part for current account. Receiving of this SMS message is possible to be done automatically and/or on demand (cf. V.2). The automatic receiving of *Available balance on account* is done according to a schedule predefined by the Account Holder. (cf. p. VI.1.)

2) **Last credit movement on account** – The SMS message contains information for the last **incoming** on an account indicated by the Account Holder, such as cash deposit, incoming transfers, incoming interest on the account, disbursement of credits different from the contracted overdraft on the account, etc., as well as information for the account **available balance**. The automatic receiving of *Last credit movement on account* is done upon an event, namely – incoming on account. The SMS message is not generated for incoming of amounts lower than the amount indicated by the Account Holder as a limit (cf. p. VI.1).

3) **Last debit movement on account** - The SMS message contains information for the last withdrawal from an account indicated by the Account Holder in relation to cash withdrawal, non-cash payments, officially gathered amounts, interests on debit balance, as well as information for the available balance on the account. The automatic receiving of *Last debit movement on account* is done upon an event, namely – withdrawal from the account. The SMS message is not generated for withdrawal in an amount lower than the amount indicated by the Account Holder as a limit (cf. p. VI.1).

4) **Last debit movement on credit card** – The SMS message contains information for the last debit movement on the credit card indicated by the Account Holder, generated by cash withdrawal through ATM, POS-terminal, non-cash payments with the card, etc., as well as information for available credit limit. Receiving of this SMS message is possible to be done automatically and/or on demand (cf.V.2). The automatic receiving of *Last debit movement on credit card* is done upon an event, namely - debit movement on account related to the credit card. The SMS message is not generated for a debit movement in an amount lower than the amount indicated by the Account Holder as a limit (cf. p. VI.1).

5) **Enquiries on credit card** - The SMS message contains information for current obligations on credit card, necessary amount for payment, as well as available credit limit. The automatic receiving of *Enquiries on credit card* is being done according to a schedule predefined by the Account Holder (cf. p. VI.1.).

V.2. The services from the group Transfers between own accounts of the Account Holder delivered through the respective SMS messages, are specified hereinafter. The receiving is done following the demand of the Account Holder.

1) **Transfer between accounts of the Account Holder within the Bank** – the predefined command (pattern) includes the account – source of the funds, the account which receives the funds and the amount of the transfer.

2) **Preterm repayment of a credit card obligation** – the predefined command includes the account – source of the funds, the account (related to the credit card) which receives the funds and the amount of the repaid obligation. A partial or an entire repayment of the obligation is possible. This repayment is admissible only from the current account of the Account Holder which is used for repayment of the obligation on maturity.

V.3. The Bank reserves the right to change, restrict or extend the delivered BankOn SMS services, while informing the Account Holders in the Bank’s premises and/or on its website. In cases of termination of a service delivering, the Bank informs the Account Holders who have chosen it with a SMS message two months before the date of termination.

¹ For Vivatel subscribers BankOn SMS will be accessible at a later stage.

VI. POSSIBILITIES FOR CHOICE UPON REGISTRATION. CHANGE OF THE CHOICE. SETTINGS BY DEFAULT

VI.1. Upon initial registration, the Account Holder is given the possibility to choose:

- 1) The accounts** to be registered in BankOn SMS – registering of at least one account is a condition for delivering of the service;
- 2) Language** for receiving SMS messages- Bulgarian with Latin letters or English language;
- 3) Using of the option Settings** by default (cf. VI.2);
- 4) To add or to deny the services** delivered via SMS messages (indicated in p. V);
- 5) Schedule** for the SMS messages for receiving of the information for the available balance on account and enquiries on credit card:
 - Period for receiving - every day or every predefined number of days (1 – 30) or
 - Date of receiving (1-28)
 - Limit of credit/ debit movement, under which the SMS message is not generated, for the services related to delivering of information for the last movements on the account. It is possible not to choose a limit as well as to choose a limit amounting to 0.

VI.2. Settings by default are a predefined list of SMS messages and given parameters for them which are used for facilitating the Account Holder's choice. Settings by default are specified automatically in the registration form. If the option is not chosen the Account Holder has to define following his own choice the list of SMS messages and the parameters for them which the Account Holder wants to use.

VI.3. The Account Holder has the possibility to change his own choice any time, after the initial registration by:

- Sending of SMS messages with predefined commands (patterns), delivered by the Bank, or
- A request in a branch or an office of the Bank, by signing of a new registration form.

Change of choice is realized by sending of a SMS message –reply from the Bank or respectively by signing of a registration form from the respective bank employee.

VII. OTHER (SPECIAL) MESSAGES: COMMERCIAL MESSAGES. RISK MESSAGES.

VII.1. While executing its everyday activity, the Bank may send to the Account Holders other (special) messages: commercial messages and risk messages.

VII.2. A **commercial message** is each advertisement or another kind of message, which is not directly related to the Account Holder's accounts, and which does not serve for delivering the services specified above.

VII.3. A **risk message** is every message which is generated automatically upon an event related to the risk profile of the Account Holder, i.e. movement on accounts creating or leading to financial risk for the Account Holder (e.g. allowing of unauthorized overdraft, credit installments which are already due, etc.)

VII.4. The Account Holder declares that he/she agrees with receiving commercial messages unless he refuses explicitly to receive them, in which case the respective field in the registration form has to be filled in.

VIII. IDENTIFICATION OF THE ACCOUNT HOLDER

VIII.1. Upon the BankOn SMS delivering contract's conclusion, in the respective field of the registration form the Account Holder mobile phone number, on which he is going to receive and/or from which he is going to send SMS messages from/to the Bank, is indicated. The parties accept that the mobile phone number indicated by the Account Holder is used only by him. The Bank does not check on what grounds using of this number is realized.

VIII.2. The Account Holder is identified through his mobile phone number, which he has indicated in the respective field of the registration form.

VIII.3. The connection with the Bank is made through a standard service, granted by the mobile operators. The connection between the server of the respective mobile operator and the Account Holder is protected by the standard protection of this mobile operator. The connection between the server of the respective mobile operator and

the Bank's servers is protected by encrypted virtual private nets (VPN); the minimum level of security is 2048 bits.

VIII.4. The orders received through the connection indicated in the previous point, the author of which is identified according to the way specified above, are accepted by the Bank as coming from the Account Holder.

VIII.5. In case of losing, destruction or stealing of the Account Holder's SIM card or mobile phone and a doubt that a third party might use in an unauthorized way the phone number which identifies him, the Account Holder has to inform the Bank immediately for that and to request blocking of BankOn SMS for the phone number which identifies him. The notification and the blocking request could be made in every branch or office of the Bank or by calling **0800 18 888**.

The Bank is not responsible for delivering of information requested before receiving of the blocking request.

Access termination does not suspend the execution of the transfers ordered before receiving of the blocking request.

After receiving of the blocking request, the Bank immediately terminates the BankOn SMS access. In order to have a new access, the Account Holder has to sign a new registration form, in which form the phone number which is going to identify him has to be indicated.

In case of a blocking request by a phone call, by a person who pretends to be the Account Holder, the Bank in any case suspends the access without the necessity to check the identity of the person. The Bank is not responsible for suspension of the access to BankOn SMS, as a result of phone calls made unconsciously.

VIII.6. If a person different from the Account Holder has realized access to BankOn SMS by using of the phone number which identifies the Account Holder, no matter in which way this was made possible, it is accepted that in the relations between the Bank and the Account Holder, this person is empowered by the Account Holder to order transfers and to obtain information on his accounts.

VIII.7. The Account Holder is obliged to inform the Bank in case of changing of the mobile operator while keeping the mobile phone number via SMS message or by signing of a new registration form. In case of non execution of this obligation, the Account Holder is not going to be able to use the chosen services in BankOn SMS, but for each SMS message sent by him and/or by the Bank, the Account Holder will have to pay the respective charge.

IX. EXECUTION OF THE ENQUIRIES AND TRANSFERS

IX.1. BankOn SMS gives to the Account Holder the opportunity to receive information for his accounts 24 hours every day and night and to order transfers between his own accounts every day, from 07.00 to 24.00 o'clock.

IX.2. A transfer order coming through BankOn SMS is executed immediately in case it has entered the Bank's servers within the hours indicated in the previous point. A delay is possible only in cases of mobile operators' servers overloading, in which case the Bank is not responsible.

IX.3. The Bank executes the transfer order only to the amount of the availabilities on the account as stipulated in the part for current account. In case of lack of enough funds on the account when the order comes, the Bank refuses it and informs the Account Holder in an appropriate way. If until the end of the working day following the day of incoming of the payment order in the Bank, enough assets are available on the account, the Bank executes the transfer.

IX.4. After sending the SMS message for transfer order, the Account Holder is supposed to receive a SMS message which notifies him for accepting this transfer by the Bank. This SMS message does not represent a confirmation that the transfer is executed. Confirmation for an executed order as well as a notification for the non execution of the transfer are not sent via SMS message, but following another appropriate way. For that purpose, the Account Holder may use the BankOn SMS function for notification upon credit, respectively debit movement on account as well.

IX.5. A transfer with changing the currency, as well as a transfer on accounts which functionality does not allow receiving of this transfer (accounts on term deposits, etc.), are not admissible.

X. TRANSFER CONTESTATION AND OBJECTIONS

X.1. The Bank is not responsible for execution of SMS messages for transfer ordering sent by mistake or unconsciously from the mobile phone number identifying the Account Holder.

Contesting the transfers executed through BankOn SMS is done following the order for delivering of objections. The term for contesting begins after the information for the executed transfer has been accessible to the Account Holder, after the SMS message-reply for accepting the transfer from the Bank is received by the Account Holder.

X.2. The Bank achieves the dialogue (the executed through BankOn SMS communications between the Account Holder and the Bank) and the transfer orders issued from the Account Holder through BankOn SMS. In case of transfers contestation, the achieved data for every executed transfer and the dialogue from BankOn SMS related to it, are considered as a proof. Records of all transfers executed through BankOn SMS are accounting documents in the meaning of art. 6-12 of the Accounting Law. They are deemed to be true unless the opposite is proved.

XI. PRICES AND FEES

XI.1. The Account Holder pays the value of the SMS message sent by him according to the tariff of the respective operator with his monthly bill for using of telephone services or according to the tariff of the respective prepaid service. Prices are defined and respectively changed unilaterally from the mobile operators.

XI.2. In order to use BankOn SMS, separately from the prices of the operator, the Account Holder pays fees to the Bank (for maintenance and for SMS message) in an amount defined by the Tariff for fees and commissions of the Bank. The Bank gathers a fee for the SMS messages sent on its behalf to the Account Holder through the mobile operator without controlling if they are received by the Account Holder.

The commercial messages and the risk messages, as well as other automatic SMS messages, sent by the Bank, which do not contain financial information (such as the SMS message for accepting of the transfer order from the Bank) are free of charge for SMS message.

XI.3. The charges according to the previous point (for maintenance and the sum of fees for all SMS messages for the far-off month) are due within the first five working days of every next month, including the month of subscription, no matter on which date the subscription is made.

XII. RESPONSIBILITY OF THE BANK

XII.1. The information received through BankOn SMS is aimed at private using and does not constitute an official document. If it is

necessary, the Account Holder may request the issuance of an official document by the Bank.

XII.2. The risk of using of the mobile phone number, identifying the Account Holder, unconsciously by a person different from him, is taken entirely by the Account Holder. The Bank is not responsible for delivering of information to another, unauthorized person, including information, representing Bank secrecy according to art.62, al. 2 from the Credit Institutions Law in case the person in question has identified himself in the appropriate way, as indicated above.

XII.3. The Bank is not responsible in case of impossibility to deliver some of the BankOn SMS services due to extraordinary reasons which the Bank could not foresee or prevent.

XII.4. The Bank does not guarantee and is not responsible in case the mobile operator does not deliver within the term or does not deliver at all the SMS message. Usually within a period of 10 minutes after requesting the information or a transfer demand, the Account Holder is supposed to receive the SMS message-reply with the requested information or a confirmation for accepting of the transfer by the Bank.

XII.5. The Bank is not responsible for the SMS messages which are not received by the Account Holder and the Bank does not pay the fees for these SMS messages back to the Account Holder, no matter if this is due to the mobile operator or to the Account Holder.

XII.6. The responsibility of the Bank for unauthorized/ not executed or incorrectly executed transactions is stipulated in the part for current account.

XIII. TERM AND CONSEQUENCIES FROM THE TERMINATION

XIII.1. The contract for using of the service BankOn SMS is concluded for an indeterminate period of time.

XIII.2. The transfer orders received by the Bank before the termination are being executed except in cases of account closing.

XIII.3. In case of termination of the special short number delivering to the Bank by the mobile operators, the Bank is going to terminate granting of BankOn SMS services from the relative special short number.

XIV. PERSONAL DATA

XIV.1. The Account Holder agrees the mobile operators to grant to the Bank information for the unpaid services by the customers and information for the traffic interest from the clients to the special short number, while the Bank to deliver to the mobile operators records as well as the necessary additional information and documentation for executing of complaints investigation.

FEES AND COMMISSIONS

I.1. For maintenance of the account (current or saving) and for performing of payment and other operations, as well as for other payment services related to the account, the Account Holder shall pay to the Bank the fees and commissions specified in the Tariff of the Bank. In the cases of cross border payments the Account Holder shall pay to the Bank the costs made in relation to participating of banks-intermediaries in the cross border operation.

In relation to the use of a banking card transaction commissions are collected by the Bank immediately upon booking of the transaction. The periodical fees are collected on the maturities indicated in the Tariff of the Bank.

I.2. The Account Holder agrees that the Bank shall collect from the account, and in case of shortage – from all other accounts of the

Account Holder, all amounts due for the maintenance of the account and for performing of the payment and other operations, for other services related to the account, all amounts - including principal, interest, fees and costs due under loan contracts of any nature, for which the Account Holder is personally obliged.

I.3. The Account Holder gives his consent the Bank to collect the due fees from the amount of received payment operations before crediting the account with the amount of the operation. The Bank shall have the right to collect from the accounts at-a-glance, as well as from each kind of deposits although the maturity of the deposit has not come. In cases of collection ex officio from a term deposit the relations between the parties shall be settled under the provisions of the deposit contract concerning the cases of preterm cancellation on behalf of the Client.

AMENDMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT

I.1. In case of amendment of the legislation applicable to the present General Terms and Conditions any such amendment shall apply since it enters into force, unless the amendment affects non-mandatory legal rules.

I.2. The Bank shall have the right to amend unilaterally its present General Terms and Conditions, the Bank's Tariff and other agreements for payment accounts and payment services for individual clients. In case of amendment of the documents indicated in the previous sentence the Bank shall be obliged to deliver the relevant information to the Account Holder in writing or on a durable medium (e.g. electronic means or a notification on the web site which is in compliance with the

requirements of the Payment services and Payment systems Law) at least 2 months before the date of entering in force of the amendments.

The bank shall not notify in advance the Account Holder in cases of changes in the applied interest rates and exchange rates which shall apply from the moment of announcing in the Bank's premises and/or on the Bank's web site.

I.3. The notification to the Account Holder may contain only information that an amendment is made and instructions for the publically available way in which the other side may get acquainted with the amended version, as well as the Account Holder's right to cancel the contract immediately.

I.4. Shall the Account Holder (also user/holder of remote banking instruments) does not agree with the amendments under p. 9, he might cancel the contract immediately without preliminary notice before the date on which the amendments are proposed to enter in force, without being liable for any costs and damages. This does not release him from the obligation for the payment of any amounts due under the contract. If the contract cancelled is without a specified term or concluded for a

term longer than 12 months, the Client does not pay any fees or penalties if upon its cancellation 12 months after the concluding have expired.

The Account Holder is deemed to have accepted the amendments in the General Terms and Conditions, if he does not notify the Bank for not accepting them before the date of entry into force.

MISCELLANEOUS

I. INFORMATION FOR THE TERMS AND CONDITIONS OF THE CONTRACT

I.1. In the course of act of the contract the Account Holder shall have the right to be provided with the current General Terms and Conditions and the Bank's Tariff at the Bank's premises or on the web site of the Bank: www.sgeb.bg.

I.2. At the Account Holder's explicit request, The Bank can not refuse to provide him with a copy of the current General Terms and Conditions for payment accounts and payment services for individual clients, as well as a copy of the concluded contracts for payment instruments.

I.3. In case the Account Holder has not requested explicitly the General Terms and Conditions and/or the Bank's Tariff on another durable medium, it shall be considered between the parties, that he has received the information made available to him on the indicated web page.

II. LANGUAGE OF THE CONTRACT

II.1. The contracts for payment accounts and payment services shall be concluded in Bulgarian language as well as in Bulgarian shall be the communication between the parties in the course of act of these contracts. In case at the Account Holder's request he has been provided with the text of the contract in another language with which the Bank disposes and may work, it is for information only. In case of contradiction between the Bulgarian and the other language text of the contract, the Bulgarian text shall prevail.

III. CONFIDENTIALITY

The Bank shall handle the account in accordance with the professional confidentiality requirements and the banking secrecy rules.

The Account Holder explicitly authorizes the Bank to disclose data, protected by banking secrecy rules according to the Credit Institutions Law to the companies belonging to Société Générale group, the Bank being part of it, to the subsidiaries of the Bank,

IV. PERSONAL DATA

IV.1. The Account Holder declares that the data, provided by him in the agreements for payment accounts and payment instruments, are true and correct and undertakes to promptly inform the Bank in case of a change of any of the data specified. Before accepting the notification the Bank might ask the Account Holder to provide additional documents evidencing the change. The Bank shall not be responsible for any damage incurred as a result of a late notification.

The Bank shall have the right to accept the last data specified by the Client as valid with regard to all the other products which the Client uses.

In case the Bank ascertains changes in the data of the Account Holder, depending on the way and documents evidencing these changes, the Bank might ask the Account Holder to confirm them, and until this confirmation the Bank might accept them as non-occurred.

V. PERSONAL DATA PROTECTION

V.1. The personal data of the Account Holder are subject to protection by the rules of the Personal Data Protection Act. The Bank shall not disclose the personal data of the Account Holder and shall use them only in compliance with the consent of the Account Holder and only for lawful purposes. The Bank shall apply technical and organization measures for personal data protection of its clients.

V.2. The Account Holder gives his consent that his personal data, delivered to the Bank, will be processed by the Bank according to §1, p. 1 of the Personal data protection law, as the Bank has the right to process the personal data by itself or by assigning the activity to other

party. The Account Holder is informed in the meaning of article 19 of the Personal data protection law for and has agreed on the following:

1) The purpose of personal data collection and processing, and namely: for identification and personalization; for accomplishment of the normative and regulatory obligations of the bank upon the Law on the Credit Institutions, Law for the measures on the money laundering and by virtue of other normative statements, regulating the relations between the Bank and its clients; for the purposes of all the activities, related to: establishment of relations with the clients, offering the bank products, assessment of the suitability of the clients in relation to using of financial products and services, segmentation of the client base; protection of Bank activity from the participation in money laundering schemes or fraud actions; establishment of the data for the contact with the client; protection and security of the bank receivables; for the purposes of the Bank management and realization of its policy.

2) Collection and processing can be performed with or without usage of electronic and other automated means.

3) The Account Holder's personal data can be registered in credit registers held by the Bank or by other administrators. His personal data could be given to any other entity, which by virtue of an agreement accomplishes information services to the Bank, or in relation to any other financial operation performance, on which he is a party, to the offer and commerce of its products, to advertising and marketing of its products, to the legal protection of the bank, to its recovery procedures, as well as other financial institutions from Societe Generale Group and the subsidiaries of the Bank for purposes related to analysis and prognosis, market researches, offer and commerce of their products, sending of information for offering of new products, special offers and promotions, as well as with the aim of respecting their normative obligations, and also to the respective parties as per Chapter VI of the Personal Data Protection Law, while having in mind that delivering of the data could lead to transferring of information to countries which are not EU members, but only if their degree of protection is at least equal to EU.

By the present General terms and Conditions the Bank informs the Account Holder for his right to object to the use of personal data within the meaning of art. 34a, al. 1, p. 2 and 3 of the Personal Data Protection Act.

Delivering of the personal data is voluntary. The refusal of data delivering could lead to the Bank's rejection to accept and process the Account Holder's request for performing of the respective financial operation.

VI. ANTI-MONEY LAUNDERING AND ANTI-TERRORIST FINANCING MEASURES. INTERNATIONAL SANCTIONS AND EMBARGOES

VI.1. The Bank shall apply to the Account Holder the anti-money laundering and anti-terrorist financing measures, provided by the current legislation and by the internal rules of the Bank. The Bank shall also have the right to apply to the Account Holder the measures, provided in the internal rules, applicable in Société Générale group, and in the rules of any other international bodies and organizations that have the powers to impose such measures or to impose sanctions on the Bank in case of non-respect of the their relevant rules. In such cases it might be necessary personal data to be disclosed for the execution of the measures lawfully imposed, for which the Account Holder gives his consent.

VI.2. The Account Holder is informed and agrees that failure to comply with any of those rules might result in refusal on behalf of the Bank to perform a payment operation.

VI.3. The consents specified hereinabove concerning the personal data of the Account Holder and the data representing banking secrecy shall remain into force and the data may be processed, or revealed from the Bank for the purposes specified hereinabove after terminating the respective contract with the Account Holder. *(For Clients whose accounts are opened before 16/12/2011, the amendment in the present point shall enter into force on 16/02/2012)*

VII. PROCEDURE FOR EXAMINING OF OBJECTIONS

VII.1. In case the Account Holder does not agree with the statement of account or in case he claims that he has not received a statement or any other claims concerning the maintenance of the current account, the Account Holder might file a written objection.

In case of a contested transaction the Account Holder shall notify the Bank in writing without undue delay immediately after he knew about the not authorized/incorrectly executed operation, but not later than 13 months after the date of debiting his account. If there is no a written notification, the Account Holder is deemed to have approved the payment operations and the balance as indicated in the statement of account.

VII.2. The Bank shall undertake to register the objection and to notify the Account Holder for the number under which it is filed.

VII.3. The Bank shall examine the objection in 7 (seven)-day period after filing of the contestation and shall inform in writing the Account Holder for the result. If the Bank does not respond in the period specified above or if the decision is not satisfactory for the Account Holder, he/she might refer the dispute to the Conciliation Commission for Payment Disputes to the Consumer Protection Commission in the way provided for in the Payment services and payment systems Law.

VII.4. The Bank shall assist the Account Holder-Cardholder in front of the respective international card organisation in case of contesting payments performed through this card organisation. The contestation shall be reviewed in the order and in the terms specified by the rules of the respective international card organisation. The Bank shall notify the Cardholder in writing for the decision on the contestation.

VIII. INFORMATION

VIII.1. Upon necessity for additional information the Account Holder shall contact his account officer.

VIII.2. The clients may also contact the Call center on 0800 18 888, and through the present General terms and Conditions the Bank notifies the Client that the incoming/ out coming phone conversations might be recorded.

IX. WORKING HOURS

IX.1. "Working day" in the context of the current General Terms and Conditions means the days from Monday to Friday from 8 o'clock in the morning until 5 o'clock in the afternoon Bulgarian time, except the official celebrations, as well as the Saturdays and Sundays declared to be working days in Bulgaria.

The working hours of each office are announced in the office and on the web site of the Bank.

X. COMPLAINTS AND SIGNALS

X.1. If the client wants to express his discontent or recommendation for the quality of the products and services, he/she might do it in writing to the address of the Bank or the servicing office or branch, via e-mail, phone or fax, indicated on the web site of the Bank.

X.2. The Bank shall file the complaint and notify the client for processing and the result from the examining.

X.3. If the client is not satisfied with the received answer, he may refer to an upper level in the Bank's structure.

XI. COMMUNICATION

XI.1. The Bank shall send all the mailing correspondence to the permanent or mailing address of the Account Holder indicated by him in the contract for payment account or payment service.

All mail delivered to this address shall be considered duly received by the Account Holder. The Bank undertakes no responsibility whatsoever for damages sustained as result of delay of the Account Holder to notify the Bank for change of his address.

XII. SUPERVISION ON THE ACTIVITY OF THE BANK

XII.1. The activity and the financial state of the Bank are under the supervision of the **Bulgarian National Bank (BNB)** and the **Financial Supervision Commission (FSC)**.

XIII. APPLICABLE LEGISLATION

XIII.1. For all issues not explicitly stipulated in the present General Terms and Conditions the Bulgarian legislation shall apply and the disputes shall be solved by the Bulgarian Court.

In case the present General Terms and Conditions have to be brought in front of any court, tribunal or other forum, the Bulgarian version of the General Terms and Conditions shall be provided.

The present General Terms and Conditions of "Societe Generale Expressbank" AD for payment accounts and payment services of individual clients shall apply from 16/12/2011.

As regards the contracts signed before 16/12/2011 the amendment in p. VI.3 from the Part Miscellaneous shall apply in accordance with the stipulations of the Part Amendment of the terms and conditions of the contract from the General Terms and Conditions of "Societe Generale Expressbank" AD for payment accounts and payment services of individual clients, version 20110919105.