

## General Terms and Conditions of MKB Unionbank AD for execution of single payment operations

MKB Unionbank AD (the Bank) applies these General Terms and Conditions for execution of single payment operations on client order, which are not subject of a framework agreement.

1. Mandatory information to be provided by the client for the purpose of correct execution of a payment order:
  - a) Correct and full name of the counterparty to the payment operation, his/her unique identifier (IBAN) and BIC code of the counterparty's bank;
    - aa). "Type of payment" (to the account of the beneficiary), when the payment order/deposit slip for payment from/to the budget is directed to an account whose account identifier begins with 8 (administrators of public receivables).
  - b) All duly completed statistical forms, declarations and other documents in accordance with the requirements of the applicable legislation, the provisions of the Law on the Measures against Money Laundering, as well as other statutory instruments effective on the territory of the Republic of Bulgaria.
  - c) Documents required in compliance with the measures against money laundering and terrorist fighting – for client identification, identification of his/her legal representatives and persons authorised thereby, and the Bank shall also have the right to copy the documents submitted.
2. Time frames for receipt and acceptance of payment orders:
  - 2.1 Payment orders are received within the working hours for operation with clients.
  - 2.2 The Bank shall accept for execution with current value date transfer orders for payment in BGN, received at the Bank until 2:30 p.m. on the same business day, and those received after said hour, with value date the next business day.
  - 2.3 The Bank shall deem payment orders in foreign currency received until 15:00 p.m. as accepted on the same business day. The Bank shall deem those received after 15:00 p.m. as accepted on the next business day.
  - 2.4 Where the time of receipt is a non-business day for the Bank, the payment order shall be deemed received on the first next business day.
  - 2.5 The payment order may be executed only to the amount of the funds provided by the client for execution of the payment operation. The Bank shall not execute partial transfers on individual payment orders.
3. Value date and maximum term for execution of payment services
  - 3.1 In the event of payment orders in national currency, the Bank shall credit the payment account of the beneficiary's bank with the amount of the payment operation not later than the end of the next business day after receipt of the payment order by the client. This term may be extended with another business day upon initiation of payment operations on hard copy.
  - 3.2 In the event of execution of payment operations in BGN via RINGS, the Bank shall secure crediting of the payment account of the beneficiary's bank on the business day of receipt of the payment order.
  - 3.3 In the event of execution of transfer orders in foreign currency, the Bank shall credit the account of the beneficiary's bank not later than 3 business days from the date of receipt of the transfer order. For transfer orders submitted on hard copy this term may be extended with another business day.
    - 3.3.1 In the event of execution of transfer orders in euro under a "shared" expenses clause, when the beneficiary's bank is located within the European Community, the Bank shall credit the beneficiary's bank account by the end of the second working day following the receipt of the payment when initiating payment transactions on paper.
  - 3.4 The Bank shall make the funds available to the client with a value date not later than the business day on which the account of the Bank has been credited with the amount of the payment operation.
  - 3.5 The Bank shall debit the client's account with a value date not earlier than the time of debiting the account with the amount of the payment operation.
  - 3.6 When the bank accounts of the ordering client and the beneficiary are opened at the Bank, the value date of crediting the payment account of the beneficiary is the same business day.
  - 3.7 The Bank shall fix the value date of the crediting and shall make the amount of the payment operation available to the client upon receipt of the funds from the bank of the client's counterparty.
  - 3.8 When the client has no payment account at the Bank, the funds shall be made available to the client within the time frames referred to in items 3.1 – 3.7.
  - 3.9 When cash is deposited by the client to a bank account at the Bank in the currency in which the respective bank account is opened, the Bank shall make such amount available and shall fix the value date of crediting immediately upon receipt of the funds.
4. Fees and commissions, exchange rates
  - 4.1 All fees and commissions due by the client are specified by type and/or amount in the Tariff for the conditions, fees and commissions applied by MKB Unionbank AD in providing bank services to individuals and legal entities.

- 4.2** Exchange rates (reference exchange rate) applied by the Bank in execution of payment services are determined in accordance with the “General Terms and Conditions of MKB Unionbank AD for spot transactions in FX sale/purchase with clients”.
- 5.** Upon receipt of available funds transfer, the Bank shall return to the payer any unclaimed funds by the payee within 7 days from the date of the transfer order.
  - 6.** In the event of ordered available funds transfer by the Bank, which is returned unutilized by the beneficiary’s bank, the Bank contacts the ordering client on a contact telephone number provided by the latter for clarification of the transfer.
  - 7.** The Bank operates in compliance with the provisions of the European Regulation No. 1781/2006 on information on the payer (ordering client) accompanying transfers of funds and Regulation (EC) No. 924/2009 of the European Parliament on cross-border payments in the Community.
  - 8.** The Bank does not control the subject and legality of the transaction in relation with which the payment service is provided, unless a statutory instrument provides otherwise.
  - 9.** The Bank processes personal data of clients in compliance with the Law on Personal Data Protection and for the purpose of prevention, investigation and detection of frauds related to payment services processing may be performed without the consent of the person concerned.
  - 10.** The Bank regulates the filing of complaints by clients, settlement of disputes and determination of compensations in connection with the provision of payment services in the “Customer Service Standards”. The Bank undertakes to cooperate in solving cases of challenged payments by payment card issued and/or serviced by it in accordance with the procedure and term set out by the International Card Organisations (ICOs).
    - a)** The Bank is obliged to issue a decision and notify the client in writing of the development of every claim filed, within 7 days from filing thereof.
  - 11.** If the Bank fails to issue a decision within the term referred to in item 10 or if the client is not satisfied with the decision, the client may file objections and claims to the Payment Disputes Reconciliation Commission within the Commission for Consumer Protection, which is the reconciliation body for settling disputes between providers of payment services and users of payment services.
  - 12.** Hereby I/we give my/our explicit, unconditional and irrevocable consent within the meaning of Art. 62, para. 5 of the Law on Credit Institutions, acknowledging its voluntary nature, and authorize MKB Unionbank AD to transmit, disclose and process, for the purposes of application of anti-money laundering measures, to persons from the bank group of MKB Bank to which the Bank belongs and/or to any third parties designated by them, facts and circumstances constituting bank secret within the meaning of Art. 62 of the Law on Credit Institutions, preserving the confidential nature of the information in compliance with effective legislation.
  - 13.** These General Terms and Conditions are subject to the provisions of the Law on Payment Services and Payment Systems, the by-laws for its application and the effective legislation in the Republic of Bulgaria. Any arising disputes shall be settled by the competent Bulgarian court in accordance with the Civil Procedure Code.

By signing these General Terms and Conditions the client declares that he/she is familiar with the conditions therein in advance, before execution of the payment operation, and accepts them unconditionally.

Place and date:.....

Client: .....