

**GENERAL TERMS AND CONDITIONS OF MKB UNIONBANK AD
FOR CURRENT ACCOUNTS OF INDIVIDUALS AND LEGAL PERSONS**

MKB Unionbank AD (the Bank) shall open, manage and close current accounts for clients - individuals of legal persons (the Client) in national or foreign currency, which shall be used for payment services under the provisions of the Payment Services and Systems Act (PSSA).

SECTION I. GENERAL PROVISIONS

1. a current account is such an account which the Bank keeps for storage of money payable upon sight without notification period.
2. The Bank shall open current accounts for clients with minimum balance in accordance with the Tariff for the conditions, fees and commissions applied by MKB Unionbank AD to bank services for individuals and legal persons (the Tariff). The minimum required balance should be deposited at opening the account and shall remain frozen until the account is closed.
3. The Bank shall open the account upon presentation of the following documents by the Client:
 - 3.1 A Client – legal entity or sole trader shall submit:
 - a) Unified identification code (EIC) or a certificate of registration under BULSTAT;
 - b) A current certificate of registration of the Client (issued by the Commercial Register within the Registry Agency) or a court decision and a current legal status as per the company file of the client;
 - c) An excerpt from the Client's Articles of Association, setting out the powers for disposal of its assets, incl. funds on accounts;
 - d) Personal data of the representatives of the Client from identity documents (identity cards/passports, etc.);
 - e) Declaration of consent for copying personal data under the Personal Information Protection Act under letter "d" (to be submitted by a proxy);
 - f) A notarized power of attorney (if any), by means of which the person/s managing and representing the Client authorize other person/s to dispose of the funds on the account on behalf of the titleholder;
 - g) Specimen (sample) of the signatures of the persons authorized to dispose of the funds on the account on behalf of the Client (the persons under "c" and "f"), and the signatures of said persons shall be laid in the presence of an authorized employee of the Bank or shall be notary certified.
 - h) The declaration of a beneficial owner within the provisions of Art. 6, para. 2 of the Law on the Measures against Money Laundering (LMML) in connection with Art. 3, para. 5 of the LMML Implementing Regulation;
 - i) Other documents required by the Bank at its discretion.
 - 3.2 A Client – individuals person, shall submit:
 - a) Personal data according to the identity document of the Client;
 - b) Notary certified power of attorney (if any) whereby the titleholder authorizes other person/s to dispose of the account;
 - c) Identity document of the authorized person. The authorized person shall fill in a Declaration of consent for copying personal data under the Personal Information Protection Act;
 - d) Specimen (sample) of the signatures of the persons authorized to dispose of the funds on the account on behalf of the Client (the persons under "a" and "b"), and the signatures of said persons shall be laid in the presence of an authorized employee of the Bank or shall be notary certified.
 - 3.3 Any documents made in a foreign language or abroad, shall be submitted in their original or as notarize copy, including a legalized translation in the Bulgarian language.
 - 3.4 At opening the account, the Client shall have a proven identity in conformity with the applicable legislation of the Republic of Bulgaria.
4. The bank shall calculate interest on the current accounts in accordance with the applicable "Interest Terms for Current Accounts and Deposit Products of MKB Unionbank AD" valid for the interest period on 360/360 days basis and shall pay the accrued current interest by the end of the year.
5. Upon accrual of interest on an account of a foreign person, the Bank shall deduct a withholding tax in accordance with the applicable legal framework. A tax at the source shall also be withheld from joint accounts when any of the Clients is a foreign person.

SECTION II. RIGHTS AND OBLIGATIONS OF THE BANK

6. The BANK shall be entitled to:

- 6.1 Refuse performance of a payment transaction in case:
 - of insufficient availability in the account, including for due fees and commissions;
 - not all required documents are submitted in conformity with the legislation of Bulgaria;
 - unclear or omitted, corrected or crossed information in the documents accompanying the transfer order or in the order itself.

In such cases the Bank shall notify the Client and shall make the payment after elimination of the above reasons, except the cases when there is a regulatory restriction on the payment.

- 6.2 Return the submitted payment documents when there is no sufficient availability in the account.
- 6.3 The bank shall not refuse a payment by the Client from his/her account if such payment is admissible under the current legislation, the applicable payment rules and the terms of the account.
- 6.4 The Bank shall have the right to refuse to pay in cash amounts exceeding the amount for cash withdrawal with a request, set out in the Tariff, if it has not been notified in writing at least three days advance of the Client's intention to withdraw such amount.
7. **THE BANK shall:**
- 7.1 The Bank shall accept for execution with current value date any 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 on the next business day.
- 7.2 The Bank shall consider the transfer orders in foreign currency as received on the office day date if those orders are submitted to the Bank not later than 3.00 p.m. All other orders received after this hour shall be treated as received on the next office day.
- 7.3 In the event 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.
- 7.3.1 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 next working day following the receipt of payment order. This deadline may be extended by another working day when initiating payment transactions on paper.
- 7.4 The bank shall debit the payer's account at a currency rate which does not precede the date of debiting the current account with the amount of the payment transaction.
- 7.5 The Bank shall endorse the current account of the beneficiary at the currency rate applicable for the date of endorsement of the Bank's account for the amount of the payment transaction.
- 7.6 For cross-border transfers with conditions for execution specified by the Client other than the above-mentioned ones, the relevant articles of the Tariff shall apply.
- 7.7 Observe the bank confidentiality requirements concerning the assets and transactions with the Client's account and any disclosure shall be done only with the latter's consent or under procedures provided by law.
- 7.8 Upon receiving a transfer in a foreign currency to an account in currency which is different from the transferred currency, the Bank shall revalorize ex-officio the amount at the official exchange rate on the day of crediting the Client's account and shall credit the account instructed by the correspondent.
- 7.9 The Bank shall check with the care of good husband the signatures affixed to the written orders for transactions on the current account. The Bank shall not be held responsible for results and damages caused by its performance on written orders containing signatures visually identical to those in the specimen of the current account Client, respectively those of persons who have identified themselves with visibly true, but forged documents or identifying their right of disposal with the account (with untrue and/or unauthentic). The risk of such operations shall be borne by the current account Client.
- 7.10 In the event of transfer in BGN to a bank account in a currency different from BGN, the Bank shall treat the transfer as not clarified and shall contact the Client for further instructions or shall return the transfer to the person who has given the transfer instructions.

SECTION III. RIGHTS AND OBLIGATIONS OF THE CLIENT

8. The CLIENT shall be entitled to:

- 8.1 Dispose of the available assets in the account in accordance with the legislation governing the process of payment:
- personally – when the Client is a individuals person;
 - through legal representatives – for legal entities;
 - through persons authorized by a notarized power of attorney or other document (for exaple a court resolution for appointment of a guardian, certificate for existing successors).
- 8.1.1 A notary certified power of attorney shall contain: the full name of the proxy, his personal identification number and residence, and for foreign persons – the full name according to identity document, date and place of birth, number and issuer of the identity document and explicit statement of the operations which the proxy is authorized to perform. Revocation of a power of attorney shall have effect in respect of the Bank subject to a due written notification.
- 8.2 Put claims on cash transactions only at the tellers' desks of the Bank at the time of receiving or payment of amounts.

9. The CLIENT shall:

- 9.1 Supply the account through non-cash and/or cash manner and maintain a minimum availability on the account, defined in the Bank's Tariff.
- 9.2 The client/authorized person who has ordered the payment shall be responsible for the consequences of incorrectly made payment documents.

- 9.3** Pay fees and commissions to the Bank as determined by the applicable Tariff.
- 9.4** Notify the Bank about any alteration in the documents submitted upon opening the account, as well as change of persons authorized to operate the account, and such alterations shall be valid for the Bank only from the time of written notification to the effect.
- 9.4.1** In accordance with the Anti Money Laundering Law, individual persons submit relevant identity documents within 7 days of the change and legal entity and natural persons - sole proprietors must submit to the Bank's official statement by the register within 7 days of entry of the change in the register.
- 9.5** The Bank shall not be held responsible for damages or missed benefits due to payments made on the day of reception of written notification about alterations under item 9.4.

SECTION IV. OTHER COVENANTS AND RESPONSIBILITIES

- 10.** The Bank shall not control the subject and lawfulness of the transaction causing a payment, except in the cases provided by law or agreement with the Client.
- 11.** In case of loss or theft of documents identifying or legitimizing the Client or his proxies, the Client shall immediately notify the Bank in writing. The Bank shall not be held responsible for completed bank transactions before such written notification.
- 12.** The Bank shall accept and execute in accordance with applicable laws distraint notices for imposition of distraint on funds in current accounts.

SECTION V. CLOSING PROVISIONS

- 13.** The funds in the current accounts are guaranteed by the Bank Deposit Insurance Fund to the amount of BGN 196,000 and in accordance with the procedure set out in the Law on Bank Deposit Insurance.
- 14.** The current accounts of the following persons shall not be guaranteed under the Law on Bank Deposit Insurance:
- 14.1.** the persons to whom preferential interest conditions have been provided in deviation from the conditions announced by the Bank and applied to its depositors;
 - 14.2.** the persons in possession of shares entitling them to more than five per cent of the votes in the Bank's General Meeting of Shareholders;
 - 14.3.** the members of the Management Board and the Supervisory Board, the procurators/attorneys in fact and the members of the internal audit bodies;
 - 14.4.** individuals persons who are specialized audit enterprises, elected or appointed in accordance with the legally set procedure to certify the annual financial statements of the Bank;
 - 14.5.** the spouses and relatives in direct and collateral line up to the second degree inclusive of the persons under items 14.2, 14.3 and 14.4;
 - 14.6.** no guarantee shall be provided on accounts arising from or connected with transactions and actions constituting "money laundering" within the meaning of Art. 2 of the LMML if the offender is convicted and with an enforced sentence.

These General Terms and Conditions of MKB Unionbank AD shall enter into force on 01.01.2012.