

## GENERAL TERMS AND CONDITIONS OF FIRST INVESTMENT BANK AD FOR PROVIDING TO INDIVIDUALS OF A BANK CREDIT-OVERDRAFT ON A CURRENT (CARD) ACCOUNT I. DEFINITIONS

### I. GENERAL PROVISIONS

1.1. For the purposes of these General Terms and Conditions (hereinafter GTC), the Contract for providing of a bank credit-overdraft on a current (card) account (hereinafter the Contract), concluded between the Borrower and First Investment Bank AD, Sofia, 37 Dragan Tsankov Blvd., UIC 831094393 (hereinafter the Bank), holding a universal license № РД22-2257/16.11.2009, issued by the Bulgarian National Bank, which supervises its activities, as well as all requests, applications, declarations, confirmations and other written agreements thereto, the terms listed below shall have the following meanings:

a) „Basic Interest Rate” (BIR) shall mean a variable interest rate index used by the Bank as basis for calculating the interest rate on the loan. BIR shall be approved by the Managing Board of the Bank and calculated for each individual type of currency, following a method announced by the Bank, on the basis of the ratio between the projected costs of the liabilities of the Bank and the market interest rates for the same currency, applicable to credits in local and foreign currency. BIR<sub>ce</sub> shall mean the Basic Interest Rate adjusted with market environment ratio. BIR shall be applied as a reference interest rate for credit agreements entered into before 23 July 2014;

b) „Annual percentage rate of charges on the credit” shall mean the total charges on the credit for the Borrower, including all charges on the credit (interest, fees, commissions and other charges under the Law on Consumer Credit) relating to the contract for consumer credit, which the Borrower must pay, expressed as an annual percentage of the total credit amount;

c) „My Fibank electronic banking” or „ My Fibank ” shall mean the automated system for electronic banking of First Investment Bank AD, through which Customers are entitled to remote access via the Internet at <https://my.fibank.bg> to the electronic services offered by the Bank. The My Fibank service can be used on personal computers, portable devices (laptops, tablets, etc.), or via the My Fibank Mobile Application after downloading it from the link.

d) „Borrower” shall mean a legally qualified and capable individual to whom the Bank has provided an overdraft on a current (card) account, which is disbursed, utilized, and repaid within the terms and under the conditions provided in the Contract and these GTC;

e) „Interest Period” shall mean every month of the validity of the Contract, during which interest is accrued as agreed between the parties. The last interest period ends on the date of repayment of the overdraft and may be incomplete;

f) „Savings-based Interest rate” (SIR) shall mean a reference interest rate calculated for each type of currency following a method announced by the Bank, used as basis for calculating the variable interest rate applicable to the loan agreement;

g) „Monthly proceeds to the Account” shall mean the minimum incoming amount that the Borrower shall be obliged to provide each month to the Account, which shall serve to the Bank as basis for determining the amount of the allowed overdraft;

h) „Collateral” shall mean any surety, guarantee or pledge requested by the Bank and provided by the Borrower, which gives the Bank the opportunity in case of default by the Borrower on any amount due

under the overdraft, to collect it from the surety or guarantor, or by selling the pledged property;

i) „Savings-based Interest rate” (SIR) shall mean a reference interest rate calculated for each type of currency following a method announced by the Bank, used as basis for calculating the variable interest rate applicable to the loan agreement;

j) „Total cost of the credit to the consumer” or “Total Cost” shall mean all costs on the loan, as defined in the Additional Provisions, § 1, item 1 of the Law on Consumer Credit (LCC);

k) „Overdraft” shall mean a credit which the Borrower uses in the form of exceeding the balance available on the Current (card) account, up to a limit, period of time, and under the conditions specified in the Contract and these GTC;

l) „Account statement” shall mean a document on a physical or electronic medium, issued by the Bank to the Account holder, which reflects all transactions on the account for a specified period of time and indicates the initial and final account balances for that period;

m) “Business Day” shall mean any day on which the banks in the Republic of Bulgaria work and carry out operations;

n) „Current (Card) account” or „The Account” shall mean the account specified in the Contract, kept by the Bank in the name of the Borrower (to which one or more debit cards may be issued), through which the overdraft granted by the Bank is disbursed and from which the overdrawn amounts, interest, commissions and other expenses due from the Borrower are officially settled by the Bank. The relations between the parties in connection with the Current account shall be governed by the Bank’s General terms and conditions for opening and keeping of bank accounts and providing of payment services (GTCPS), and with respect to the debit cards issued – by the General terms and conditions of the Bank for issuance and use of international debit cards MAESTRO, VISA ELECTRON and V PAY;

o) „Authorized amount (limit) of the overdraft” shall mean the limit which the Borrower is entitled to use, as specified in the Contract, or subsequently determined by the Bank, due to failure of the Borrower to fulfill his obligations, in accordance with the monthly proceeds to the Account, or for other objective reasons as stated in these GTC;

p) „Reference interest rate” shall mean the interest rate used by the Bank uses as basis for calculating the variable interest rate applicable to the loan agreement. The Bank shall publicly disclose the reference interest rates – SIR, as well as the applicable base interest rates – BIR, BIR<sub>ce</sub> (reference interest rates for loan agreements entered into before 23 July 2014), by announcing them in the Interest Bulletin, an integral part of the Tariff of fees and commissions of the Bank, published on the website of the Bank at [www.fibank.bg](http://www.fibank.bg), and made available in the Bank’s offices, or in another generally accessible way. In cases where the reference interest rate is a market index such as LIBOR, EURIBOR, BIR of BNB, etc., the Bank shall indicate publicly available sources of information;

q) „Terms and Conditions („Tariff)” shall mean the Tariff of fees and commissions of First Investment Bank AD, adopted by the Managing Board of the Bank, including the Bulletin of interest Rates accounted by the Bank on bank accounts in local and foreign currency (hereinafter

Bulletin of Interests or Interest Bulletin), together with all amendments and additions thereof as at the date of their application.

1.2. Where the context so requires, the terms listed above in the singular may also be used in the Contract and these GTC in the plural, without changing the meaning attributed to them.

### **Preliminary information**

1.3. Pursuant to the law regulations concerning the provision of prior information, the Bank shall make these General Terms and Conditions, the Tariff, and the terms of the offered credit products available to its customers in an accessible way, through announcing them on the Bank's website at [www.fibank.bg](http://www.fibank.bg), or in another manner on a durable medium in the form of intelligible text in Bulgarian language. In compliance with the requirements of the Law on Consumer Credit, e.g. in cases when an Agreement is concluded remotely by electronic means, the Bank shall make all preliminary information available to the Consumers, allowing them sufficient time for making an informed decision for the use of the service concerned, respectively for concluding of an Agreement.

The Bank shall provide options for submission of applications and entering into Agreements under these General Terms and Conditions both in person at the Bank's offices, and remotely by electronic means.

### **Submission of applications and entry into agreements by electronic means**

1.4. Applications for credit-overdraft may be submitted electronically through the Bank's website and the My Fibank electronic banking system.

1.5. After assessing the creditworthiness of the applicant, the Bank shall respond with preliminary approval or rejection of the application received. Preliminary approvals shall be valid up to 3 business days from the response date. Credit products applied for by electronic means can only be used after entering into the relevant agreement.

1.6. Customers that have an account opened with the Bank, apart from visiting an office of the Bank, may also enter into a credit-overdraft agreement remotely, as follows:

- through the My Fibank electronic banking system – provided that they are registered for active banking;

- through a third-party mobile application with secured infrastructure for sharing data and documents /Third-party mobile application/. The Bank shall announce Third-party mobile applications that can be used, along with other preliminary information, at: [www.fibank.bg](http://www.fibank.bg).

1.7. Customers who are not registered for active banking My Fibank may enter into an agreement remotely by:

1.7.1. performing online registration in a Third-party mobile application and obtaining a qualified electronic signature /QES/ under the terms and conditions of the relevant third party;

1.7.2. performing online registration for active banking in My Fibank and registering a Software Token (Fibank Token) under the terms and conditions of the Bank.

1.8. The agreement for the credit product chosen by the customer must be entered into within the validity period of the preliminary approval given by the Bank. Customers may, upon request, also receive the agreement on paper.

1.9. By opting to enter into a credit product agreement through a Third-party mobile application, Customers give their express consent that all data and documents necessary for entry into the agreement, such as personal data and parameters of the selected credit product, including the amount of the credit -overdraft, are communicated between the Bank and the Customer, respectively signed with QES, through the Third-party mobile application.

Customers who have opted to enter into an agreement through a Third-

party mobile application shall comply with its terms of use and security requirements. The Bank is not a party to the relationship between the Customer and the provider of the Third-party mobile application and/or the QES issuer. The Bank shall not be responsible for any actions or inactions of the third party (such as a delay in the transmission of information and documents, termination of service, interruption of access to the Third party mobile application, impossibility of communication due to problems in the global Internet or electronic communications networks), nor for any resulting damages. The fees charged by the third party are separate from the fees charged by the Bank.

## **II. SUBJECT**

2.1. These GTC shall regulate the relations between the Bank and the Borrower regarding the terms and conditions for granting, utilization, securing and repayment of a bank credit-overdraft on a current (card) account, and shall also apply to remote agreements, entered into by electronic means. The present GTC shall form an integral part of the Contract.

2.2. Under the Contract, the Bank shall extend to the Borrower an overdraft on a current (card) account, subject to the conditions for disbursement (utilization), amount, and term for repayment, specified in the Contract and these GTC, and the Borrower shall be obliged to use and repay the overdraft, together with the due interest, fees, commissions and expenses, in the order and under the terms and conditions of the Contract and these GTC.

## **III. CONDITIONS FOR UTILIZATION OF THE OVERDRAFT**

3.1. The approved overdraft may be used by the Borrower after signing of the Contract, providing of the agreed collaterals in favor of the Bank, and payment of the fees and commissions due under Section IV of these GTC in the amount specified in the Contract, and/or pursuant to the current Tariff as at the date on which they are payable.

3.2. By signing the Contract, the Borrower authorizes the Bank to make payments on operations, ordered to it through the debit card/s to the Current account or by another legitimate way, together with their respective fees and commissions, exceeding the available balance on the Current account up to the Authorized amount (limit) of the overdraft.

3.3. In case of payments exceeding the contractual amount of the overdraft specified in the Contract, resulting from performed transactions and/or from interests, fees and commissions officially charged by the Bank, the excess amount shall be considered an unauthorized overdraft, which shall be immediately due from the Borrower.

3.4. The utilization and repayment of amounts of the overdraft shall be reflected in the books of the Bank with value dates as follows:

3.4.1. the day of debiting the Current account with the respective overdrawn amount;

3.4.2. the day of crediting the Current account with the respective repayment amount.

3.5. The right of the Borrower to utilize funds from the overdraft within the Authorized amount and term and shall be renewed with each repaid amount thereof, provided that there is no breach of the Contract and these GTC.

3.6. The Bank shall be entitled to terminate the right of the Borrower to utilize amounts from the overdraft:

3.6.1. wholly or partially, to a degree determined by the Bank – in case of non-fulfillment of an obligation and/or responsibility on part of the Borrower under the Contract or these GTC;

3.6.2. in case of notification for termination of the Contract, from the moment of sending/receiving the notification;

3.6.3. upon occurrence of any of the reasons for early collection under these GTC.

3.7. In the event that monthly proceeds to the Account are reduced below the amount declared by the Borrower, the Bank shall have the right, as a sanction for breach of obligations by the Borrower, to proportionately reduce the amount of the authorized overdraft on the Account, by notifying the Borrower of the limit subsequently determined by the Bank, and the term within which the amounts exceeding this limit shall be repaid.

3.7.1. The Borrower shall be obliged to fully repay the amounts exceeding the authorized limit within the term determined by the Bank.

3.7.2. The Bank shall reduce the amount of the overdraft after a written notification to the Borrower. The Borrower shall be deemed notified when the notification has been sent to the last address specified by him under the Contract.

3.7.3. From the date of notification under item 3.7.2., the amount exceeding the authorized limit under item 3.7. shall be considered an unauthorized overdraft, which shall be due immediately.

#### **IV. INTERESTS, FEES AND COMMISSIONS**

4.1. For the used credit (overdraft) the Borrower shall pay to the Bank an annual interest rate amounting to the applicable Reference interest rate of the Bank for the respective currency under the Contract, increased by a spread indicated in the Contract. Interest shall be charged only for the days of effective use of the overdraft.

4.1.1. The interest owed by the Borrower shall be collected officially by the Bank at the end of each calendar month from the Current (card) account, pursuant to items 5.4. and 11.1. of these GTC.

4.1.2. . In case of change of the applicable Reference interest rate, the agreed interest rate shall be adjusted accordingly as of the date of the change, without it being necessary to renegotiate the Contract.

4.2. The Bank shall have the right to change the Total Cost of the credit, increasing or decreasing it through an increase, respectively decrease in one or more of the cost components comprising the Total Cost of the credit provided one or more of the following circumstances are in place: (1) significant changes in the legislative, respectively the regulatory requirements by the supervisory bodies that affect the activity of the banking system and/or the Bank; significant changes in the monetary policy of the Central Bank, such as change in the official exchange rate of the Bulgarian lev to the euro, devaluation of the lev, denomination of the lev; and/or (2) any changes in the amounts of insurance premiums or the costs of other additional services related to the loan contract that were agreed upon its conclusion or subsequently requested by the Borrower. Changes in the respective type/s of cost/s shall apply to the Contract automatically, from the date of their occurrence, without the need to conclude an additional agreement with the Borrower. The Bank shall inform the Borrower for the change in 7 days, excepting that other applicable law, related to the cost, requires longer term for notification before the changes are in force, by notification on its website at [www.fibank.bg](http://www.fibank.bg) or by ensuring them available in writing on a durable medium, by announcing them in its banking offices or in another specified way. In case that the changes concern fees and commissions related to payment services the charges are in force regarding the requirements of Law on Payment Services and Payment Systems

In case of disagreement by the Borrower, the same shall be entitled to terminate the contract and repay his obligations under the terms of the contract.

4.3. In case of failure of the Borrower to fulfil one or more of his obligations under the items 6.1., 6.2., 8.1. of these GTC and/or the Contract, the Bank shall be entitled to apply the interest rate applicable in case of default under the Interest Bulletin and the Contract and/or to reduce the amount of the authorized overdraft pursuant to item 3.7 of these GTC, as from the date on which the term for remedying the admitted violation by the

Borrower has expired, provided that he has not discontinued, respectively corrected it, or from the date on which the Bank has registered non-compliance, if there is no specific term envisaged for fulfilment of the corresponding obligation of the Borrower.

4.4. The Bank shall notify the Borrower of any change in the interest rates before its entry into force by announcing the reference interest rate (SIR, respectively BIR for credit agreements entered into before 23 July 2014) on the Bank's website at [www.fibank.bg](http://www.fibank.bg) or by making it available on paper or another durable medium in the bank offices, or in another agreed manner.

4.4.1. The Bank shall be entitled to apply the interest rate applicable in case of default, pursuant to item 4.3, after a written notification to the Borrower. The Borrower shall be deemed notified when the notification has been sent to the last address specified by him under the Contract.

4.5. In connection with the disbursement, securing and repayment of the overdraft, as well as with the use of any other banking services related to the execution of the rights and obligations of the parties under the Contract and these GTC, as well as in the case of a written notification to the Borrower, indicating failure to fulfill an undertaken obligation, the Borrower shall owe the Bank fees and commissions according to the current Tariff as at the date of their payment.

4.6. All payable interests and other analogous amounts shall be calculated based upon the actual number of days, accepting the year as consisting of 360 days.

4.7. The methodology of First Investment Bank AD for determining the reference interest rate shall form an integral part of the Contract.

4.7.1. In the event that a market index ceases to be calculated or undergoes a material change, or any of the indicators used by the Bank for the formation of SIR (the variable component) cease to be officially announced, then for the remaining period of the Agreement the Bank shall form the variable component on the basis of another combination of officially announced indicators, or another current market index, provided that at the date of the change the total interest rate on the loan (defined as the variable component plus the fixed margin) may not exceed the total interest rate on the loan at that date calculated under the previous procedure. The change shall automatically apply to the Agreement, without signing an annex with the Borrower being necessary. The Bank shall announce the change by a notification on its website, and in its banking offices. The notification shall contain information on the interest rate applicable after the change, and the date from which the change becomes effective. Should Borrowers disagree with the change, they shall have the right to terminate the Agreement after settling all their obligations under the terms of the Agreement.

#### **V. REPAYMENT OF THE OVERDRAFT**

5.1. The overdraft on the Current (card) account of the Borrower shall be granted with a repayment deadline as specified in the Contract.

5.2. The Borrower shall be obliged to repay all his obligations on the used overdraft, including principal, interest, fees, commissions and expenses, by the repayment deadline specified in the Contract. If the date of the repayment deadline is on a public holiday, the Borrower shall be obliged to provide sufficient funds to the Current (card) account on the last working day prior to it.

5.3. In case that by the expiry of the term of the overdraft specified in the Contract (except when the Contract has been extended under item 12.1.1.) the Borrower has not repaid his obligations in full, as well as in the event of early collection pursuant to Section IX of these GTC or exceeding the authorized limit of the overdraft, regardless of the reasons for that, the amounts due shall be considered an unauthorized overdraft and shall accrue the contractual interest rate plus a penalty surcharge according to Bulletin to the Tariff.



5.4. By signing the Contract, the Borrower gives the Bank his express consent to:

5.4.1. debit officially his Current (card) account and all balances on it in order to unilaterally settle the overdraft debt and all due amounts under the Contract, as well as under all Contracts concluded with the Bank to which the Borrower is a party, including interest, fees and commissions to their final repayment, in the following order: 1.fees, commissions and expenses 2.penalty interest 3.overdue interest 4.principal, unless the parties have expressly agreed otherwise;

5.4.2. in the absence of own funds on the Current account – to settle the due amounts under item 5.4.1 at the expense of the overdraft, including during the period under item 3.5 above.

## **VI. RIGHTS AND OBLIGATIONS OF THE BORROWER**

6.1. The Borrower shall be obliged to:

6.1.1. ensure monthly proceeds to the Account in the amount not less than the one declared before the Bank;

6.1.2. provide the Bank with reliable and up-to-date information about his financial condition, creditworthiness and about the provided collateral, as well as with any additional documentation concerning his activities for the purposes of the banking supervision;

6.1.3. allow the performing of inspections by employees of the Bank concerning the presence and condition of the pledged collaterals, providing them with the necessary assistance;

6.1.4. provide a declaration of economic relatedness (in a standard form) and notify the Bank immediately and in writing in case of any changes to the circumstances declared therein;

6.1.5. immediately notify the Bank upon the occurrence of circumstances which constitute grounds for modification, termination, or giving a notice for termination of an employment/service contract or a civil or management contract to which the Borrower is a party, regardless of the basis for this, as well as upon the occurrence of events that create objective impossibility or undermine in any way his ability to fulfill his obligations under the Contract;

6.1.6. immediately notify the Bank of any changes which may cause cessation or decrease in the amount of proceeds to the Account, as well as of any condition of a temporary or permanent working disability, or other circumstances due to which the Borrower will not receive the income declared before the Bank, or will receive it in a reduced amount for a period exceeding one month;

6.1.7. not to pledge his receivables to accounts with the Bank in favor of third parties without the consent of the Bank.

6.2. The Borrower shall be obliged to immediately notify the Bank upon the occurrence of any changes in the personal data declared by him before the Bank.

6.3. The Borrower shall have the right to:

6.3.1. Withdraw from the Contract, without owing compensation or penalty and without giving any reasons, by depositing on site or sending by mail or courier a written notification to the Bank's correspondence address specified in the Contract, within 14 calendar days from the date of its signing.

6.3.2. The withdrawal of the Borrower from the Contract shall enter into force and the Contract shall be terminated provided that the notification is made within the timeframe and under the terms of item 6.3.1. and the Borrower has returned/ensured the returning to the Bank of the Cards issued to the Current account, has repaid in full the used overdraft, including the requests for payment received by the Bank after sending of the withdrawal notification, respectively after returning of the Cards to the Bank, has paid the due interest, calculated for the period from the date of drawing down funds from the

overdraft until the date of their repayment, as well as all the expenses of the Bank to public administrative bodies which the Bank has made and which are not subject to recovery in other order, without undue delay and no later than 30 calendar days from the date on which the notification was sent/deposited.

## **VII. OBLIGATIONS OF THE BANK**

7.1. The Bank shall be obliged to provide the approved overdraft to the Borrower as agreed in the Contract and according to the present General Terms and Conditions.

## **VIII. COLLATERALS**

8.1. To secure the claims of the Bank on the provided overdraft – principal, interest, fees, commissions and expenses, the Borrower shall establish in favor of the Bank collaterals according to the Contract, as well as:

8.1.1. a pledge in favor of the Bank on all his future claims arising from the performance, amendment and termination of his employment, service or management contract, as well as claims arising from all his future employment, service or management contracts, of which the Borrower shall be obliged to notify the relevant third parties from whom the claims are due. From the date of concluding the Contract until the final payment of all amounts due thereon, the Borrower shall be obliged to not pledge those future claims of his in favor of third parties.

8.1.2. pledge in favor of the Bank on his claims on all accounts kept in his name with the Bank, in national and foreign currency, to the full amount of the balances on them, without the right to pledge those balances in favor of third parties.

8.2. After full repayment of all obligations of the Borrower under the Contract, the Bank shall be obliged to release all collaterals established in its favor according to the Contract.

## **IX . EARLY COLLECTION**

9.1. The Bank shall have the right to call the overdraft due and payable early, partially or in full, at any time of the duration of the Contract:

9.1.1. Immediately, by written notice to the Borrower, in the event that:

a) the Borrower allows restrictions to be imposed on his ownership rights on real estate property, or any interdictions or legal weights are put on his real estate property, and/or forced execution is carried out on any of his property;

b) the operation of the Contract is terminated, regardless of the reason for that – from the date of its termination;

c) the Bank has been familiar with facts and circumstances of deterioration in the financial indicators of the Borrower comparing with the initial ones at the conclusion of the contract and after accomplished analysis from the Bank is available serious deterioration in the financial condition of the Borrower. As a result of the analysis it is determined that the Borrower has already delay in his payments or there is a possibility to not meet any payment due to third party, the Bank shall be entitled to unilaterally reduce the authorized overdraft, of which it shall notify the Borrower in a timely manner) the contract for Current (card) account is terminated, regardless of the reason for that;

e) the monthly proceeds to the Account, declared before the Bank are not being transferred, or are transferred in a decreased amount;

f) it is found that the Borrower has submitted false or inaccurate information, which has motivated the Bank to conclude the Contract and provide the requested overdraft.

9.1.2. By written notice to the Borrower for a term determined by the Bank, in the event that:

a) the Borrower does not make any payment under the Contract or these GTC (does not ensure sufficient balance on the Current (card)

account) for more than 5 working days after the date on which such payment has become due;

b) the employment/service contract of the Borrower is terminated, except in the case of entering into a new employment/service contract;

c) the Borrower violates any other condition under the Contract or these GTC;

d) the amount of the authorized overdraft is exceeded, regardless of the reason for that (interest, fees, commissions, etc.).

9.2. In the event that by expiration of the term of the written notice under item 9.1.2. the Borrower fulfills his due obligation or eliminates the admitted violation, the Bank may waive its right to demand the overdraft to be repaid early and in full.

9.3. The used overdraft shall become due and payable immediately and in full and the Bank shall have the right to take action for compulsory collection of its receivables, including by court order, without notifying the Borrower and without allowing additional time for compliance, in all cases where the contract, respectively the right to use overdraft are terminated, irrespective of the ground for this – as of the date of their termination.

## **X. DEFAULT**

10.1. In the event that the Borrower fails to fulfill any of his obligations under the Contract and the present GTC within the set time limit or the overdraft is called due and payable early, partially or in full, under the conditions of Section IX of these GTC, the Bank shall have the right to:

10.1.1. suspend granting of the undisbursed amounts of the overdraft;

10.1.2. indemnify itself from all collaterals simultaneously, or from one or several of them, in the order provided by law;

10.1.3. make the Borrower's data available to third parties whom the Bank has commissioned with the collection of its receivables under the Contract, for which by signing of the Contract the Borrower gives his unconditional and irrevocable consent;

10.1.4. collect officially, without court intervention, its due receivables, including expenses, fees, commissions, interest and principal from all accounts of the Borrower with the Bank in the order stipulated in Section XI of these GTC, and/or to offset such receivables against its obligations to the Borrower.

## **XI. OFFICIAL COLLECTION**

11.1. By accepting these GTC, the Borrower gives his explicit and irrevocable consent and authorizes the Bank to officially collect all amounts owed to it by the Borrower under the Contract from each of the accounts of the Borrower kept with the Bank, including from deposit accounts, regardless of the conditions of the specific deposit contract. In the case of the preceding sentence, all consequences from the violation of the terms of the deposit shall be borne by the Borrower. The Bank shall notify the Borrower of the grounds, amount and value date of the officially collected sum from his account with the account statement.

11.1.1. Should the Bank proceed with the official collection of amounts owed to it from bank accounts of the Borrower which are in another currency, the exchange rate of the Bank for the respective currency for the date of performing the transaction shall apply.

## **XII. TERM OF THE CONTRACT AND TERMINATION**

12.1. The term for repayment of the overdraft shall be according to the Contract.

12.1.1. When specifically agreed, the term of the Contract, respectively the term of the overdraft, shall be automatically extended, each time for a new one-year period, provided that neither of the parties has notified the other of termination of the Contract under item 12.2.

12.2. The Contract may be terminated:

12.2.1. by mutual agreement of the parties expressed in writing – from the date of reaching an agreement between the parties on its termination, or from another date fixed by mutual consent between the parties;

12.2.2. unilaterally by the Borrower – by a written request to the Bank, provided that the Borrower has repaid in full his obligations under the Contract – from the date of full repayment of the obligations of the Borrower under the Contract.

12.2.3. unilaterally by the Bank:

a) by 30 (thirty) day written notice to the Borrower;

b) without notice – in case of non-fulfillment of an obligation and/or responsibility of the Borrower under the Contract and these GTC;

c) on any other grounds stipulated in the present GTC.

## **XIII. DECLARATIONS**

13.1. By signing of the Contract, the Borrower declares that:

13.1.1. the documents and information provided by him in relation to the conclusion and performance of the Contract are valid, accurate and comprehensive;

13.1.2. he is not party to court, arbitration or administrative proceedings, and is not aware of any pending or possible property claims of third parties that could have a material adverse effect on his ability to perform his obligations under the Contract;

13.1.3. he gives his consent to the Bank to transfer its receivables from him, arising from the Contract, to third parties;

13.1.4. is informed by the Bank of all conditions of the Contract prior to its conclusion and is familiar with them, as well as with the present GTC and the Tariff of the Bank, has been notified of the annual interest rate and the charges on the credit, as well as of the conditions under which they may be changed, is knowledgeable of the additional obligations related to payments, conditions and costs in case of early termination of the Contract.

13.2. The Borrower hereby states his knowledge of the fact that declaring of false or incomplete facts and circumstances constitutes grounds for: 1) material liability claims; 2) calling the credit fully due and payable; and 3) inclusion of the Borrower in the register of the BNB for defaulting debtors.

## **XIV. OBJECTIONS. DISPUTE RESOLUTION. APPLICABLE LAW**

14.1. Any disputes arising between the parties in connection with the execution or interpretation of the Agreement and these General Terms and Conditions shall be resolved by mutual consent. Fibank shall provide the option of filing a written complaint/objection at any of its bank offices, as well as electronically, under the Client Complaint Procedure published on its website at [www.fibank.bg](http://www.fibank.bg). Any data and documents substantiating the merits of the complaint must be attached to. With a view to objective handling of the complaint, resolving the dispute and correcting any errors, the Bank may request additional data and documents. The Bank shall take a decision on any received objection with regard to the Contract and notify the Borrower of it in writing within 30 days of its receipt.

14.1.1. In the event that the Bank does not issue a decision on the complaint within the prescribed period, including under the conditions for its extension, as well as in the event the Account Holder/Authorized User disagrees with the Bank's decision, the Account Holder/Authorized User may refer the dispute to the Conciliation Commission for Payment Disputes to the Consumer Protection Commission at the following address:

1000 Sofia, 4A Slaveykov Square, phone: +359 2 9330565, email: [adr.finmarkets@kzp.bg](mailto:adr.finmarkets@kzp.bg), website: [www.kzp.bg](http://www.kzp.bg)

or, for contracts concluded online, use the Online Dispute Resolution (ODR) platform at:

<http://ec.europa.eu/odr> or refer to the competent Bulgarian court.

14.2. For any unsettled issues in the Contract and the present GTC, the current banking regulations and the other applicable normative acts of the effective Bulgarian legislation shall apply.

## **XV. ACCESS TO INFORMATION**

15.1. By signing of the Contract, the Borrower gives his unconditional and irrevocable consent to the Bank to perform checks and obtain any tax and insurance information within the meaning of Art. 72 of the Tax and Social Insurance Procedure Code (TSIPC) from the revenue authorities, respectively from public executors, regardless of the form, type, quality and representative powers with which he is registered, in cases of:

- 15.1.1. failure to fulfill any of the obligations under the Contract;
- 15.1.2. calling by the Bank of the credit due and payable fully or in part, under the conditions specified in the present GTC and in the Contract.

15.2. The parties to the Contract agree that the consent of the Borrower under the preceding item shall be considered valid authorization of the Bank in respect of all registered tax entities related to him, regardless of the form, type, quality, and representative powers, or the territory of the revenue authority, respectively public executor, and that this consent is given pursuant to Art. 74, para. 2, item 1 of TSIPC.

15.3. As a controller of personal data, First Investment Bank AD shall act in compliance with the legislation of the European Union (EU) and the Republic of Bulgaria, including with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EU (General Data Protection Regulation - GDPR), effective 25.05.2018. Personal data of clients shall be lawfully processed in the presence of at least one of the conditions under Art. 6, para. 1 of the GDPR.

The Bank shall provide to each client a document containing the information on processing of personal data required by law and under Articles 13 and 14 of GDPR, as well as personal data protection information- in case of granting of credits. Where necessary, the Bank shall update the information provided. The latest version shall be made available on paper or other durable medium at any time in the Bank's offices and on the website of First Investment Bank AD at [www.fibank.bg](http://www.fibank.bg).

## **XVI. ADDITIONAL PROVISIONS**

16.1. If the credit is granted in BGN, in case of change of the official exchange rate of the Bulgarian lev to the euro, pursuant to Art. 29 para. 1 and 2, of the BNB Act, the Bank shall recalculate and adjust the outstanding balance on the used credit according to the new exchange rate so that the amount of the adjusted debt (principal and interest due) in Bulgarian leva becomes equal to the euro-denominated amount owed by the Borrower on the day preceding the entry into force of the change in the official exchange rate, recalculated to the new BGN/euro rate

16.2. If the Borrower uses more than one credit, the Bank may use the proceeds on his accounts to repay with priority the one which is most burdensome for him.

16.3. The amount of the obligations of the Borrower under the Contract shall be established on the basis of the entries in the accounting books of the Bank.

16.4. All appendices, annexes, correspondence, as well as any other formal written statements of the parties relating to the implementation and interpretation of the Contract shall form an integral part of it.

16.5. The Bank shall have the right to amend the present General Terms and Conditions as for changes concerning the LPSPS the Bank notifies the consumers in writing at least 2 (two) months before the amendment enters into force by placing an announcement in the Bank's premises, sending of an electronic message, by phone, via email, at the correspondence address or in another appropriate way determined by the

Bank, including by notification on the Bank's website [www.fibank.bg](http://www.fibank.bg) or in the statement (report) of the account (card) of the Payment service user, or by another durable medium decided by the Bank.

16.5.1. The Bank shall provide the General Terms with the upcoming changes to any Borrower who may receive them, upon request, in paper form at an office of the Bank, as well as electronically, in accessible and convenient for storage form, by publishing them on its website at [www.fibank.bg](http://www.fibank.bg) within the period prescribed under item 16.5,

16.6. The Bank shall have the right, at its own discretion, to assign its claims from the Borrower to a third party. In this case the Borrower shall be entitled to address to this third party all the objections which he has had against the Bank.

16.7. The Borrower gives his consent to the Bank and authorizes it upon transferring of the claims to provide the new creditor with information relating to the Contract that constitutes bank secrecy.

16.8. In case the claims of the Bank under the Contract are transferred to a new creditor, the Borrower gives his unconditional and irrevocable consent that the Bank collects on behalf of the new creditor all amounts due under the Contract – principal, interest, penalties, commissions, fees and expenses, according to the order for official collections of the Bank.

16.9. Should any provision of these General Terms and Conditions be declared unfair, respectively null and void, this shall not affect the enforceability of the remaining provisions of the General Terms and Conditions.

## **XVII. CORRESPONDENCE**

17.1. The correspondence between the parties shall be conducted in Bulgarian language (unless otherwise agreed), in writing, to the addresses of the Bank and the Borrower referred to in the Contract. In case of change thereof, the Borrower shall be obliged to notify the Bank immediately. Failing that, all notices, invitations and messages sent by the Bank to the old address shall be deemed served.

17.2. In the event of legal proceedings in a dispute arising in connection with the conclusion, performance, interpretation or termination of the Contract, the addresses of the parties indicated therein shall be considered addresses for service within the meaning of Code of Civil Procedure for servicing of summons and court messages, unless one of the parties expressly notifies the other of a change of its address.

These General Terms and Conditions are prepared on the basis of Art. 298 of the Commerce Act, adopted by the Managing Board of First Investment Bank AD, and amended and supplemented by a decision in force as of 01.02.2019.

