

GENERAL TERMS AND CONDITIONS OF FIRST INVESTMENT BANK AD FOR CREDITS TO INDIVIDUALS

I. GENERAL PROVISIONS

1.1. For the purposes of these General Terms and Conditions (hereinafter GTC), the Agreement for bank credit, respectively for bank credit-overdraft (hereinafter the Agreement), concluded between the Borrower and First Investment Bank AD, 1784 Sofia, 111 P Tsarigradsko shose Blvd., UIC 831094393 (hereinafter the Bank), holding a universal license № ПД22-2257/16.11.2009, issued by the Bulgarian National Bank (BNB), 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 Management 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. BIRce 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 Agreement for consumer credit, which the Borrower must pay, expressed as an annual percentage of the total credit amount;

c) „Agreement” shall mean a written agreement concluded between the Bank and the Borrower, whereby the Bank undertakes to grant the Borrower a loan (overdraft) for a particular purpose and under agreed terms and conditions, and the Borrower undertakes to use and repay the loan (overdraft) together with the due interests, fees, charges and expenses under the terms and conditions of the Agreement and the present GTC.

d) „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.

e) „Credit” shall mean the total amount of the funds in national or foreign currency, made available by the Bank to the Borrower pursuant to the Agreement, as well as the debt arising from and formed in connection with the principal outstanding, including payable interests, fees, commissions and other expenses under the terms of the Agreement and these GTC;

f) „Borrower” shall mean a legally qualified and capable individual to whom the Bank has provided a bank credit, which is disbursed, utilized, and repaid within the terms and under the conditions provided in the Agreement and these GTC;

g) „Interest Period” shall mean the time between two due dates, the due date being individually agreed in the repayment plan to the Agreement. The last interest period ends on the date of repayment of the loan and may be incomplete;

h) „Collateral” shall mean any surety, guarantee, pledge or mortgage,

requested by the Bank and provided by the Borrower/Co-debtor which gives the Bank the opportunity in case of non repayment of an amount due under the credit facility, to collect it from the surety or guarantor, or by selling the pledged or mortgaged property;

i) „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).

j) „Total credit exposure” shall mean the sum of all financial obligations of the Borrower to the Bank and to other credit and financial institutions, including mutual funds, regardless of the grounds on which they have occurred;

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

n) „Debt Collection Costs” shall mean all costs incurred by the Bank to collect its claims in case of default under the Agreement, including but not limited to: costs of serving written loan acceleration notices through licensed postal operators, notaries or enforcement agents; state legal fees paid for writs, claims and enforcements; expenses for experts/special representatives in claim and enforcement proceedings; enforcement case costs and others;

o) „Current account” or „The Account” shall mean the account specified in the Agreement, kept by the Bank in the name of the Borrower, to which the amounts of the credit are officially transferred by the Bank, and from which the principal, interest, commissions and other expenses due from the Borrower are officially debited by the Bank. Opening of a separate Current account in connection with the credit is not obligatory. In his credit application, the Borrower indicates a current account in the currency of the credit, kept in his name with 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);

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 credit agreement. The Bank shall publicly disclose the Reference rates, such as Savings-based Interest rate” (SIR), Reference interest rate „Market environment” (RIRme), as well as the methodologies for their determination, by announcing them on the website of the Bank at www.fibank.bg. In cases where a market indicator/index is used as a Reference rate, the Bank shall indicate publicly available sources of information. The Reference rate shall be specified in the Agreement;

q) „Co-debtor” shall mean any natural or legal person that, under Art. 121, et seq. of the Obligations and Contracts Act and Art. 304 of the Commerce Act, undertakes to be jointly liable with the Borrower for repayment of all obligations arising from the Agreement and pursuant to these GTC. The references and provisions of the Agreement and these GTC concerning the obligation of the Borrower to secure and repay the

loan, together with all interest, fees and other expenses payable, shall apply and be fully relevant to the Co-debtor

r) „Tariff” shall mean the Tariff of fees and commissions of First Investment Bank AD, adopted by the Management 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 Agreement 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 consumers in an accessible way, through announcing them on the Bank's website at 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 consumers, allowing them sufficient time for making an informed decision for the use of the service concerned, respectively for entering into 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 products 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, and for individuals that do not have an account opened with the Bank, after successful identification through terms and procedures, determined by the Bank.

1.6. The Bank shall provide an opportunity for the customers, apart from visiting an office of the Bank, to enter into a credit 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.

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, 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/Co-debtor regarding the terms and conditions for granting, utilization, securing and repayment of credits to individuals unsecured by mortgage, and shall also apply to remote agreements, entered into by electronic means. The present GTC shall form an integral part of the Agreement.

2.2. Under the Agreement, the Bank shall be obliged to extend to the Borrower/Co-debtor a credit (overdraft) for a specific purpose and subject to agreed conditions, amount and duration, and the Borrower shall be obliged to use and repay the credit (overdraft), together with the due interest, fees, commissions and expenses in the order and under the terms and conditions of the Agreement and these GTC.

III. CONDITIONS FOR UTILIZATION OF THE CREDIT

3.1. The approved credit shall be disbursed as a single amount after signing of the Agreement and providing by the Borrower of the agreed collaterals. The Agreement may also envisage disbursement in parts.

3.1.1. Upon conclusion of a contract for overdraft, the Borrower shall have the right to utilize funds from the overdraft up to the amount specified in the Agreement. The Bank may unilaterally terminate the right of the Borrower to utilize funds from the overdraft if the Borrower fails to fulfill his obligations under the Agreement or these GTC.

3.1.2. In case of payments exceeding the contractual amount of the overdraft, made by order of the Borrower or officially by the Bank for repayment of fees, commissions or interests owed by the Borrower, the excess amount used shall be considered an unauthorized overdraft, which shall be immediately due from the Borrower.

3.2. After expiration of the time period for utilization of the credit specified in the Agreement, the obligation of Bank to disburse the unused amount of the credit shall be extinguished.

3.3. In contracts for overdraft, the time period for use of the overdraft shall be specified in the Agreement. After expiration of this period, the right of the Borrower to use an overdraft on his Current account shall be extinguished.

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

- a) the day of crediting the Current account with the respective disbursement amount, or the day of execution of the Borrower's order to disburse the loan on another account;
- b) the day of debiting the current account with the respective repayment amount.

3.5. In the event of death of the Borrower, the right to use undisbursed loan amounts shall be terminated.

IV. INTERESTS, FEES AND COMMISSIONS

4.1. The Borrower shall pay to the Bank annual interest rate charged on the outstanding principal, amounting to the applicable Reference interest rate for the currency of the loan under the Agreement, increased by a margin as indicated in the Agreement. The Agreement may also provide for a fixed interest rate. Interest shall be charged only for the days of actual use of the loan.

4.1.1. The interest owed by the Borrower, determined in the Agreement, shall be paid periodically, according to the amounts and maturity dates detailed in the repayment plan – Attachment to the Agreement. The amounts of the interest payments specified in the repayment plan are calculated on the credit principal based on the reference rates for the credit currency effective as at the date of the Agreement. They do not reflect the exact amount of interest due for each individual interest period and are of indicative nature only.

4.1.2. The Borrower pays the exact amount of interest due, calculated by the Bank for each interest period on the due date of the respective interest payment, based on the Reference interest rate for the currency of the loan valid on each day of the interest period.

4.1.3. The Bank shall notify Borrowers, and provide them with annual information on paper or another durable medium, about changes in interest rates resulting from a change in the Reference interest rate, as well as about the amount, number and periodicity of loan payment installments in case of change of the latter.

4.1.4. In the event of change in the interest rate under the Agreement as a result of a change in the Reference interest rate, where such change leads to at least one of the circumstances described below, the Bank shall change the amount of the loan payment installments, recalculating the loan repayment plan according to the agreed repayment deadline:

- a) the share of interest payment in the monthly installment exceeds 95%;
- b) the amount of the equalizing installment would exceed the monthly installment by more than 1/10 of the loan amount provided;
- c) the loan term would be shortened by more than 1/10 compared to the agreed repayment deadline.

The Bank shall notify the Borrower and Co-debtor of the changed monthly installments in accordance with these GTC, and provide them with the new repayment plan free of charge.

4.1.5. In the event of a change in the interest rate due to a change in applicable Reference interest rate for the currency of the loan, which does not lead to the circumstances under item 4.1.4., the agreed monthly installments of the loan shall remain the same, with the exception of the last monthly installment. The parties agree and the Borrower/Co-debtor are informed in advance that the last monthly installment on the loan shall be an equalizing installment, reflecting the principal outstanding, and its calculation shall take into account the loan principal and interest actually paid, as well as the changes in the Reference interest rate.

4.1.6. In case the conditions for applying a preferential interest on the loan are no longer in place, or there are grounds to increase the interest due under the Agreement with an additional margin, the Bank shall recalculate the monthly installment according to the new interest rate and change the repayment plan. The Bank shall notify the Borrower and the Co-debtor on paper or another durable medium of the change in monthly installments and provide them free of charge, in accordance with these GTC, the new loan repayment plan reflecting the change, which shall be binding for the parties.

4.1.7. In the case of overdraft loans, interest shall be charged on a current basis on the drawn overdraft amount. Interest payment shall be due at the end of each calendar month, when it shall be directly deb-

ited by the Bank from the Current account pursuant to item 12.1 of these GTC.

4.1.7.1. Upon termination of the right of the Borrower to use an overdraft under the Agreement, the interest due from him shall be paid pursuant to items 4.1 - 4.4 of these GTC.

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 Agreement 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 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 Agreement and repay his obligations under the terms of the Agreement.

4.2.1. The Total Cost of the loan shall not include the notary fees or the Debt Collection Costs, which the Borrower/Co-debtor shall be obliged to reimburse to the Bank. The Debt Collection Costs incurred by the Bank shall become an integral part of the Borrower/Co-debtor's obligations under the Loan.

4.3. In case of failure of the Borrower to fulfill one or more of his obligations under items 7.1. and 7.2. of these GTC and/or the Agreement, the Bank shall be entitled to apply the interest rate applicable in case of delay/other default under the Interest Bulletin and the Agreement as from the date on which the term for fulfillment of the respective obligation of the Borrower has expired, or from the date on which the Bank has registered the non-compliance, if the fulfillment of the obligation of the Borrower has no specific term. If, despite the delay, the Borrower fulfills his obligations, the spread on the interest may be reduced; the fixed interest rate may be reduced respectively as from the date on which the Bank assumes that the Borrower has fulfilled his obligations under the terms of the Agreement.

4.4. In connection with the disbursement, commitment, securing and repayment of loans, as well as with the use of any other banking services related to the execution of rights and obligations of the parties under the Agreement and these GTC, the Borrower shall owe the Bank fees and commissions according to the current Tariff as at the date of their payment.

4.4.1. 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.

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

4.5.1. 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 Reference interest rates such as SIR, RIRme (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 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 LOAN

5.1. The credit used by the Borrower shall be repaid through the Current account, in equal monthly installments, each one with maturity and to the amount as specified in the repayment plan – Attachment to the Agreement.

5.1.1. In the case of an overdraft agreement between the Bank and the Borrower, the Bank shall close the overdraft on the day following the final term for use of the overdraft, specified in the Agreement.

5.1.2. If there are any outstanding obligations on the overdraft at the date of its closure, those shall be repaid by the Borrower/Co-debtor according to the attached repayment plan, an integral part of the Agreement. The final term for their repayment shall be indicated in the Agreement.

5.1.3. If on the day following the closing of the overdraft the debit balance on the Current account is less than the maximum amount specified in the Agreement, and if the parties have not expressly agreed otherwise, the repayment plan for the remaining outstanding amount shall be recalculated by the Bank and the outstanding amount of the overdraft shall be repaid by the Borrower/Co-debtor according to a new repayment plan while preserving the deadline for the repayment of the loan specified in the Agreement. The Bank shall notify the Borrower/Co-debtor of the number and amount of the monthly installments on the loan and send them the new repayment plan which shall be binding for the parties.

5.1.4. If on the day following the closing of the overdraft the debit balance on the Current account is greater than the maximum amount specified in the Agreement, the contracted amount of the credit obligation shall be repaid by the Borrower according to the repayment plan – Attachment to the Agreement. The exceeding amount shall be due immediately, referred in arrears, and accrue interest pursuant to item 6.1.1 of these GTC.

5.1.5. In the case of outstanding obligations on the overdraft at the date of its closure and absence of a repayment plan – Attachment to the Agreement and/or an annex under items 5.1.3 or 5.1.4, the amount of the debit balance shall be due immediately, referred in arrears, and accrue interest pursuant to item 6.1.1 of these GTC.

5.2. The amounts of the monthly installments specified in the repayment plan are calculated based on the reference interest rate of the Bank for the credit currency effective as at the date of signing the Agreement. They do not reflect the exact amounts of the installments due for each individual interest period or the ratio between the principal and interest which are paid with each installment, and are of indicative nature only.

5.3. By signing the Agreement, the Borrower gives express consent that the Bank may directly debit the Borrower's Current account and all balances on it, including any overdraft granted to the Borrower, in order to repay the amounts due under the Agreement, including interest, fees and commissions, on or after their due date.

5.4. When a payment made by the Borrower is not sufficient to cover in full the latter's obligations under the Agreement, those obligations shall be covered in the following order: 1. fees, commissions and expenses 2. late payment compensation (penalty interest); 3. compensatory interest; 4. principal, unless the parties have expressly agreed otherwise.

5.5. The Borrower shall have the right to repay early part or all of their obligations under the Agreement pursuant to an express written request deposited at an office of the Bank or via My Fibank, containing the amount of early repayment and the date on which the Borrower wishes to make it. The Borrower should submit the request at least than 5 (five) business days before the early repayment date.

5.6. In the event of early repayment of part of the obligations of the Borrower under the Agreement, the Bank shall recalculate the amount of the interest due for the remainder of the period until the full repayment of the loan.

VI. OVERDUE PAYMENTS

6.1. Any amounts payable but overdue because of insufficient balance on the Current account of the Borrower shall be referred in arrears. For the period of delay, the Borrower shall owe late payment compensation (penalty interest) on the overdue amount. Such penalty interest shall be in the amount of the statutory rate.

6.1.1. In the case of an overdraft agreement between the Bank and the Borrower, any amounts due which exceed the authorized limit of the overdraft shall be considered an unauthorized overdraft and accrue the respective interest according to the Interest Bulletin to the Tariff of the Bank. The excess amount used shall be immediately due from the Borrower.

6.2. Items 6.1. and 6.1.1. shall also apply in cases of early collection.

VII. RIGHTS AND OBLIGATIONS OF THE BORROWER/CO-DEBTOR

7.1. The Borrower shall be obliged to:

a) use the approved credit only for the purposes provided in the Agreement;

b) ensure sufficient funds on the Current account for timely performing of the payments under the repayment plan – Attachment to the Agreement, as well as of any other amounts due to the Bank under and/or in relation to the Agreement. If the maturity date of the respective installment coincides with a public holiday, the Borrower shall be obliged to provide funds on the Current account on the last working day prior to it;

c) 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;

d) allow performing of inspections by employees of the Bank concerning both the proper utilization of the credit funds, and the presence and condition of the pledged collaterals, while providing them with the necessary assistance;

e) 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;

f) 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, of entering into a new employment/service contract, or of any circumstance which may cause non-execution of the insurance policy terms, its termination or a refusal by the insurer to take out an insurance 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 Agreement;

g) not to pledge his receivables to accounts with the Bank in favor of

third parties without the consent of the Bank;

h) reimburse the Bank for all Debt Collection Costs incurred by the latter.

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

7.3. When repaying principal under the Agreement, the Borrower shall have the right at any time of the performance of the Agreement to obtain upon request a free repayment plan of his past and upcoming payments. The rights under the preceding sentence may also be exercised by each guarantor or joint debtor under the Agreement.

7.4. The Borrower shall have the right to withdraw from the Agreement, 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 Agreement, within 14 calendar days from the date of its signing.

7.4.1. The withdrawal of the Borrower from the Agreement shall enter into force and the Agreement shall be terminated provided that the notification is made within the timeframe and under the terms of item 7.4 and the Borrower has repaid the amount disbursed under the Agreement, the due interest, calculated for the period from the date of disbursement of amounts on the credit 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.

7.5. Upon signing the Agreement and acceptance of these GTC, the Co-debtor declares that they are legally competent to enter into, secure, and perform under the terms of the Agreement and the GTC in the capacity as Co-debtor pursuant to Art. 121 et seq. of the Obligations and Contracts Act and Art. 304 of the Commerce Act and irrevocably and unconditionally undertakes:

a) to be jointly liable with the Borrower for the entire amount of the Borrower's debt and for all consequences of non-fulfillment of the obligations arising from the Agreement and the GTC, including for interest, fees, commissions and expenses, and also including for payment of the insurance premiums due under the mortgaged property insurance;

b) in case of default by the Borrower on the obligations under the Agreement and the GTC and without the need for the Bank to direct its action first to the Borrower, to pay voluntarily all amounts due, including for interest, fees, commissions and expenses, and also including for unpaid insurance premiums under the mortgaged property insurance;

c) to be liable with all their movable and immovable property until final repayment of the obligations arising from the Agreement and under the GTC, without obligation for the Bank to bring an action against the Borrower within a specified period;

d) to promptly notify the Bank of any changes to the information and documents provided by them at the conclusion of the Agreement, or which have served to motivate the Bank for its conclusion.

7.6. In the event of non-payment of any obligation due under the Agreement, the Bank may directly debit the amounts due to it from any and all accounts of the Co-borrower kept in the Bank, including from any overdraft granted to the Borrower, to which effect, by signing the Agreement, the Co-borrower gives express consent.

VIII. OBLIGATIONS OF THE BANK

8.1. The Bank shall be obliged to provide the approved credit to the Borrower as agreed in the Agreement and according to the present General Terms and Conditions.

IX. COLLATERALS

9.1. To secure the claims of the Bank on the provided credit – principal, in-

terest, fees, commissions and expenses, the Borrower shall establish in favor of the Bank collaterals according to the Agreement.

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

X. EARLY COLLECTION

10.1. The Bank shall have the right to call the credit due and payable early and in full:

10.1.1. Immediately, by written notice to the Borrower/Co-debtor, delivered against signature by an employee of the Bank or served through a licensed postal operator, notary or enforcement agent in accordance with the Code of Civil Procedure, 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 Borrower has used the credit for purposes other than those stipulated in the Agreement;

c) a distraint in favor of a third party is imposed on any account of the Borrower kept with the Bank.

10.1.2. The Bank may call the loan due and payable early and in full in the event of the death or placement under full or partial guardianship of the Borrower/Co-debtor, by written notice to the Borrower's heirs, to the trustee/guardian in the event of placement under guardianship, and to all other persons obligated under the loan.

10.1.3. By written advance notice to the Borrower/Co-debtor, for a term determined by the Bank, delivered against signature by an employee of the Bank or served through a licensed postal operator, notary or enforcement agent in accordance with the Code of Civil Procedure, in the event that:

a) the Borrower/Co-debtor does not make in full any payment under the Agreement (does not ensure sufficient balance on the Current account) for more than 30 working days after the date on which such payment has become due;

b) the Borrower/Co-debtor fails to make any payment due on another loan provided by the Bank due to serious deterioration of his financial condition;

c) the Borrower/Co-debtor has provided false or inaccurate data, information, confirmations, statements, certificates or other documents which have motivated the Bank to conclude the Agreement and perform its obligations under it;

d) the employment/service contract of the Borrower is terminated, except in the case of entering into a new employment/service contract, or concluding of a civil or management contract with compensation equal to or greater than that under the terminated employment/service contract;

e) the Borrower/Co-debtor violates any other condition under the Agreement, these GTC, or in relation to the collaterals provided.

10.2. In the event that by expiration of the term of the written notice under item 10.1.2. the Borrower/Co-debtor fulfill their due obligation or eliminate the admitted violation, the Bank shall not call the loan due and payable early and in full.

XI. DEFAULT

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

a) suspend granting of the undisbursed amounts of the credit;

b) indemnify itself at its own discretion from all collaterals simulta-

neously, or from one or several of them, in the order provided by law;
c) make the Borrower's data available to third parties whom the Bank has commissioned with the collection of its receivables under the Agreement, or who, by virtue of a law or regulation, keep a public register of defaulting debtors, for which by signing of the Agreement the Borrower gives his unconditional and irrevocable consent;

d) collect without court intervention its due receivables, including principal, interest, commissions, fees, Debt Collection Costs (if any) by directly debiting any accounts of the Borrower kept with the Bank as stipulated in Section XII of these GTC, and/or to offset such receivables against any obligations of the Bank to the Borrower.

XII. OFFICIAL COLLECTION

12.1. By accepting these GTC the Borrower/Co-debtor give their express and irrevocable written consent and authorize the Bank to officially collect all amounts due under the Agreement, including all collection costs (if any), from any accounts kept in their name with the Bank including from deposit accounts of the Borrower/Co-debtor, regardless of the terms of the specific deposit agreement. In the cases under the previous sentence, all consequences of violating the deposit terms shall be borne by the Borrower/Co-debtor, respectively. The Bank shall notify the Borrower/Co-debtor of the reason, amount and value date of the direct debit with the account statement.

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

XIII. TERMINATION

13.1. The Agreement shall be terminated:

- a) by mutual agreement of the parties expressed in writing;
- b) unilaterally by the Borrower – by a written request to the Bank, provided that the Borrower has repaid in full his obligations under the Agreement.

13.2. In the cases under item 13.1 the Agreement shall be deemed terminated:

- a) under letter „a” – from the date of reaching an agreement between both parties for its termination, or from another date fixed by mutual consent between the parties;
- b) under letter „b” – from the date of full repayment of the Borrower's obligations under the Agreement.

XIV. DECLARATIONS

14.1. By signing of the Agreement, the Borrower declares that:

- a) the documents and information provided by him in relation to the conclusion and performance of the Agreement are valid, accurate and comprehensive;
- b) 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 Agreement;
- c) he gives his consent to the Bank to transfer its receivables from him, arising from the Agreement, to third parties;
- d) he has been informed by the Bank of all conditions of the consumer credit agreement, as well of the consequences in the event of default on amounts due, prior to conclusion of the Agreement;
- e) s/he works under an employment/service or civil contract, or management contract, or has another source of permanent income with salary/net income declared to the Bank;
- g) s/he is aware of having a period of 14 days from receipt of the draft credit agreement to take a decision on the conclusion of the credit agreement.

14.2. 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, or in another similar register kept by a third party by virtue of a law or regulation.

XV. OBJECTIONS. DISPUTE RESOLUTION. APPLICABLE LAW

15.1. 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. 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 Agreement and notify the Borrower of it in writing within 30 days of its receipt.

15.2. In the event that the Bank does not issue a decision on the complaint within the prescribed period, as well as in the event the Borrower disagrees with the Bank's decision, the Borrower may refer the dispute to the Consumer Protection Commission at the following address:

1000 Sofia, 1 Vrabcha Street, Floors 3, 4 and 5, phone: +359 2 9330565, website: 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.

15.3. For any unsettled issues in the Agreement and the present GTC, the current banking regulations and the other applicable legislative acts of the effective Bulgarian legislation shall apply.

XVI. PROCESSING AND ACCESS TO DATA

16.1. By signing of the Agreement, the Borrower/Co-debtor give 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:

- a) failure to fulfill any of the obligations under the Agreement;
- b) 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 Agreement.

The Borrower gives their consent to the Bank to process the personal data provided by them for the purposes and in fulfillment of agreements whereby the Bank assigns its claims in accordance with item 17.6. and item 17.7. below, as well as for the purposes of collection of claims in the cases under item 11.1., letter "c" above, including to provide such personal data to third parties - assignees/new creditors under such assignment agreements, or parties to whom the Bank has outsourced the collection of its claims.

16.2. The parties to the Agreement 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.

16.3. 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.

XVII. ADDITIONAL PROVISIONS

17.1. In the cases of item 4.7.(1), as well as in cases when 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 Agreement 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.

17.2. 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.

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

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

17.5. Changes in the GTC relating to extending the scope of the products and services offered by the Bank, when they are more favorable to the customers, shall apply immediately, with the Bank notifying the Borrower of their entry into force

17.6. 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.

17.7. The Borrower/Co-debtor give consent to the Bank and authorize it upon transferring of the claims to provide the new creditor with information relating to the Agreement that constitutes bank secrecy or personal data.

17.8. In case the claims of the Bank under the Agreement are transferred to a new creditor, the Borrower/Co-debtor give unconditional and irrevocable consent that the Bank collects on behalf of the new creditor all amounts due under the Agreement – principal, interest, penalties, commissions, fees, expenses and Debt Collection Costs, according to the order for official collections of the Bank.

17.9. 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.

XVIII. CORRESPONDENCE AND NOTIFICATIONS

18.1. Correspondence between the parties shall be conducted in Bulgarian (unless otherwise agreed), in writing, to the addresses (including electronic addresses) of the Bank, the Borrower and the Co-debtor referred to in the Agreement. All notifications between the parties shall be considered duly received if they were sent to the address, including electronic address, indicated by the respective party. In case of change of their

address, the Borrower and/or the Co-debtor shall be obliged to immediately notify the Bank. Failing that, all notices, invitations and messages sent by the Bank to the address indicated in the Agreement shall be deemed served.

18.2. The parties agree that as far as their relations under the Agreement and the GTC are concerned, any message, notice, communication, invitation, or others sent to the address of the respective party by registered letter/email, shall be considered received on the date referred to by the mail service or courier as date of delivery, regardless of whether they was actually received or not, and shall give rise to all legal consequences associated with that receipt. This stipulation shall also apply to the service of notary invitations and court documents, unless the respective party has expressly notified the other party of change of the address indicated above.

18.3. The Bank shall notify the Borrower, respectively the Co-debtor, and provide them with loan related information, including repayment plans and others, by sending/making available notifications, notices, messages and other electronic statements by e-mail, through the Borrower's profile in My Fibank electronic banking, with the account statements, by SMS messages to the mobile phone numbers specified by the Borrower/Co-debtor, as well as on the Bank's website. The same information shall also be provided free of charge in the Bank's offices upon request.

18.4. Any person of whom circumstances may suggest that he/she is a member of the family and/or household of the Borrower and the Co-debtor shall be deemed authorized to receive notifications on their behalf.

These General Terms and Conditions have been prepared pursuant to Art. 298 of the Commerce Act, adopted by the Management Board of First Investment Bank AD, and amended and supplemented by a decision in force as of 06.12.2024.