

TERMS OF FIRST INVESTMENT BANK AD FOR ENTERING INTO DISTANCE CONTRACTS WITH CUSTOMERS AND FOR PLACING ORDERS FOR TRANSACTIONS IN FINANCIAL INSTRUMENTS BY REMOTE MEANS

Chapter One General Provisions

Art. 1 These Terms shall establish the procedure and methods for conclusion from a distance (in absentia), by remote means of communication, of contracts for provision of services and activities related to transactions in financial instruments between First Investment Bank (Fibank, or the Bank) and customers of the Bank.

Art. 2 The Terms shall also govern the requirements for acceptance, implementation and withdrawal of customer orders for transactions in financial instruments („Orders“) submitted to First Investment Bank AD by remote means.

Chapter Two Requirements to the conclusion of distance contracts

Art. 3 (1) The contracts under Art. 1 may be concluded in absentia by one of the following methods:

1. electronic exchange of documents signed by the parties with qualified electronic signature (QES);
2. exchange of the necessary documents signed by the parties, with the customer placing his/her signature in the presence of a notary;
3. online system of a tied agent of the Bank, accessible over the Internet through its Mobile application /the System/ that enables offering financial instruments on behalf of Fibank as an investment firm, accepting and transmitting customer orders, as well as exchanging information and documents for conclusion of contracts under Art. 82 of MFIA between Fibank and customers registered in the System (with a profile created in the „Investments“ section);
4. the Bank's electronic banking system My Fibank, accessible on the Internet, through the Bank's Mobile Application („My Fibank“).

(2) The conclusion of contracts from a distance under para. 1 shall be acceptable provided that the customer is a holder of a current, or other type of bank account opened in Fibank.

Art. 4 (1) Upon conclusion of contracts under Art. 3, para. 1 pt. 1 by electronic exchange of documents signed with qualified electronic signature (QES) by the customer and by the Bank, the individual customer/the legal representative of a legal entity shall send to the e-mail of the Bank at: invest@fibank.bg, the following documents:

1. a contract for the provision of the respective service or activity within the meaning of Art. 1, together with any annexes thereto;
2. a copy of the identity document of individual customers/ legal representatives of legal entities certified with „True copy“ and „I agree with the copy“, date and signature of the person;
3. copies of commercial registration documents containing information on the incorporation and representation of the entity, certified „True copy“, date and signature of its legal representatives – where the person is not registered/re-registered in the Commercial Register;
4. General Terms and Conditions applicable to contracts for investment services and activities in financial instruments with customers of First Investment Bank AD

(2) The documents under items 1 and 4 shall be provided by the Bank to the customer on the e-mail address indicated by the customer.

(3) The documents under items 1 and 4 shall be returned by the customer

signed by QES, and those under items 2 and 3 shall be sent in scanned form.

Art. 5 Upon conclusion of a contract under Art. 3, para. 1, item 2 by exchanging the necessary documents on paper signed by the parties, the individual customer /the legal representative of a legal entity shall sign the documents under Art. 4 para. 1, items 1 and 4 in the presence of a notary and, together with the duly certified documents under Art. 4 para. 1, items 2 and 3, send them to the correspondence address of the Bank specified in the contract.

Art. 6 (1) By choosing to conclude a contract under Art. 3, para 1, item 3, the Customer gives express consent that all data and documents necessary for concluding the contract, including personal data, as well as order parameters, are sent between the Bank and the Customer, respectively signed with the signature tool that the Customer uses in the System of the tied agent.

(2) The Bank and the Customer agree that the signature tool used by the Customer in the System through the My Fibank Mobile Application will have the force and meaning of a legally valid electronic signature under Art. 13, para 4 of the Electronic Document and Electronic Signature Act, which in the relations between the Bank and the Customer shall be equated to a handwritten signature certifying the truth and authenticity of the electronic statement when signing contracts, orders and/or confirming other actions performed by the Customer electronically.

Art. 7 Conclusion of contracts, or annexes thereto, for brokerage in financial instrument transactions pursuant to Art. 3, para. 1, item 4, shall be possible for individual Account Holders in Bank with active banking rights for My Fibank Mobile Application, subject to Art. 6, para. 2 above.

Art. 8 Upon conclusion of a contract under Art. 3 the Bank may, at its own discretion, require additional documents and information.

Art. 9 Conclusion of contracts in absentia shall not be allowed in the following cases:

1. by proxy;
2. when the contracts and annexes thereto are sent to an e-mail or mailing address which is not indicated by the Bank for remote conclusion of contracts, and/or referred to in the respective contract;
3. when the above are not in the form required by Fibank and/or not all required details are completed;
4. when the contract is not accompanied by all the necessary documents as required by these Terms, or not all of them are signed;
5. when there are noticeable signs of corrections, deletions, erasures on the contract or the attachments thereto; the documents provided have obvious shortcomings; the data is incomplete, there are inaccuracies, contradictions or other circumstances which give rise to suspicion of improper identification or representation, or the documents are not duly signed, respectively certified by the customer or its representative.

Chapter Three Requirements to customer orders for transactions in financial instruments submitted by remote means

Art.10 (1) Fibank shall accept customer orders for transactions in financial instruments (Orders), submitted through the following remote means, according to the terms of the respective contract:

1. by e-mail, in which case the customer shall complete a standard order form of the Bank which shall be sent to the e-mail address specified by the Bank for acceptance of orders: invest@fibank.bg. Submission of orders via e-mail shall only be permissible if the electronic statement is sent from the customer's e-mail address registered with the Bank and is signed with a QES, or confirmed by telephone from/to the numbers specified in the Request Form;

2. by telephone;

3. via My Fibank, subject to the conditions under Art. 7.

4. via the System of the tied agent, according to Art. 3, para 1, Item 3 for the financial instruments offered by the Bank.

(2) Customer orders for transactions in financial instruments shall be executed in the order of their receipt. In the cases under para. 1, items 3 and 4, where automatic confirmation of orders submitted through the system is allowed (i.e. without requiring confirmation by a broker of the Bank), it is possible that such orders are executed before the ones placed via one of the methods under para. 1, items 1-2, or in person at a branch or office of Fibank.

Art.11 (1) Customers of the Bank may submit orders using one or more remote methods under Art. 10, according to the terms of the respective contract.

Customers having entered into a contract via a tied agent may submit orders under Art. 10 (1) item 4, selecting this remote method upon conclusion of the contract.

(2) Upon change of data or information provided or submitted by customers to the Bank in connection with the execution of contracts or orders thereunder, including upon change of contact information (telephone, email address), change of password, etc., customers shall immediately notify the Bank in writing by completing and submitting a Request Form at the Bank's offices, or by remote means where applicable.

(3) Fibank may announce additional telephone numbers or e-mail address for accepting distance orders, or replace some of the announced telephone numbers or e-mail addresses with new ones. The Bank shall notify customers of such changes through one or more of the means of communication used, including by publishing them on the Bank's website at www.fibank.bg.

Art. 12 (1) When placing orders by email or fax, customers must use the standard form of Fibank for remote placement of orders, completing the main identification data and the parameters of the order. When submitting orders for transactions in financial instruments, customers shall declare the relevant circumstances in accordance with the statutory and banking requirements.

(2) Fibank shall publish its standard order form for transactions in financial instruments on its website at: www.fibank.bg, „Investment services and activities“.

(3) By way of exception, the customer may not use the sample of Fibank for remote placement of orders. In this case the customer shall be obliged to provide in an appropriate manner all data and obligatory information.

Art. 13 (1) In the case of placement of orders by e-mail, the order and the declarations to it shall be completed by the customer and sent, signed with a QES, to the e-mail address of the Bank announced for placement of orders via remote means.

(2) When orders for transactions in financial instruments are submitted through a System under Art. 3, para 1, item 3, or through My Fibank, documents required from the customer shall be prepared in electronic form and submitted according to the functionalities of the respective electronic system.

Art. 14 (1) Upon placing of orders over the telephone, the customer must identify himself to the officer of the Bank with his full names and the password specified in the Request Form.

(2) After being positively identified in accordance with para. 1, the customer must clearly and unambiguously specify the parameters of the order, and in the case of placing orders for transactions in financial instruments – also to declare the absence of circumstances preventing their execution under the legal and banking requirements.

(3) For each order placed by telephone, a separate document shall be drawn using the standard forms of the bank, containing the information under para. 2 collected from the customer.

Art.15 (1) Orders placed by remote means under Art. 10, para 1, items 1 and 2 shall be accepted every business day between 9:00 am and 5:30 pm (the business hours of Fibank). Orders placed by remote means under Art. 10, para 1, items 3 and 4, shall be accepted and transmitted for execution within the business hours of the respective trading venue.

(2) If possible and by way of exception, remote transaction orders may also be placed and accepted outside the time interval specified in para. 1, within the business hours of the respective trading venue, subject to preliminary confirmation by an employee of the Bank provided by remote means of communication, as agreed between Fibank and the customer.

(3) The business hours for executing the order shall be determined subject to the hours for trading/execution of transactions in financial instruments and transactions of them announced in accordance with the operating rules of the respective trading venue/depository institution to which the order is placed.

(4) An order shall be considered accepted:

1. on the date and time when an employee of the Bank has confirmed receipt of an order sent to the officially announced e-mail address of the Bank, duly completed and signed with QES by the customer using a remote method, with the documents attached under Art. 12, para. 1 in the cases when such are required;

2. on the date and time indicated by the employee of the Bank in the document prepared upon receipt of the respective order, in the cases when the order was placed over the telephone.

3. on the date and time when the order for a transaction in financial instruments was entered in the electronic order placement system, within the trading session of the respective trading venue. If an order was submitted outside the normal trading session, it shall remain pending and shall be processed by a broker after opening the next order placement phase for the respective trading venue, on the same business day (for orders submitted before the trading session) or on the next business day (for orders submitted after the end of the trading session);

4. on the date and time when the order for transactions in financial instruments, submitted through the System of a tied agent, was registered in the Orders menu of the Investments section.

5. on the date and time when the order for transactions in financial instruments, submitted through My Fibank, was registered in the „Orders“ menu of the „Investments“ section.

(5) Orders placed by email outside the business hours of Fibank shall be deemed accepted by the Bank on the first following business day, except under the conditions of para. (2) above.

Art. 16 (1) The following orders shall not be accepted or processed:

1. orders submitted by a representative who has not certified in advance his representative powers before Fibank;

2. orders submitted by a proxy (in the cases under Art. 10, items 1 and 2) who has not presented in advance to Fibank the following documents: a notarized power of attorney containing representative powers for disposal of financial instruments, and rights to dispose of the funds of the customer kept in bank accounts with Fibank;

3. orders submitted from/to telephone or e-mail address which are not specified by the customer, respectively not announced by the Bank;

4. orders submitted remotely (except for orders submitted by e-mail

and signed by QES, or submitted through My Fibank) for amounts exceeding EUR 15,000 or the equivalent in another currency;

5. when, in the case of an order placed by telephone, the conducting of the telephone connection is difficult, there are disturbances, background noises or other circumstances that hinder or impede the normal communication and may potentially result in incorrect interpretation of the customer's order, or to poor quality of the recording

6. when, in case the customer submits an order using the standard form of Fibank, not all the required details are completed or, in the cases under Art. 12, para. 3, not the entire information is provided;

7. when the necessary declarations are not attached to the order, as required by these Terms;

8. orders submitted with changes, deletions, erasures, or lacking the signature of the customer;

9. when other requirements for submission of an order pursuant to these Terms have not been met.

(2) The Bank shall not accept orders submitted by remote means for transfer of dematerialized financial instruments from a personal account to a Fibank customer sub-account with the Central Depository, or orders (applications) for subscription of shares for which completion of special documents is required.

(3) Orders for performing registration services and activities, including any annexes and other documentation thereto, shall be accepted under the procedure for conclusion of contracts provided in Art. 3, para. 1.

Chapter Four Withdrawal of customer orders for transactions in financial instruments placed by remote means

Art. 17 (1) Customers can withdraw orders placed by remote means from 9:00 am. to 5:30 pm. on business days. Orders can be withdrawn that have not been fully executed, provided that in their execution the Bank has not assumed any obligation to a third party, and that their withdrawal does not cause damage to the Bank.

(2) If possible and by way of exception, remote transaction orders may also be withdrawn outside the time interval specified in para. 1, within the business hours of the respective trading venue, subject to preliminary confirmation by an employee of the Bank provided by remote means of communication.

(3) Withdrawals of orders submitted by customers outside the business day shall be deemed accepted by the Bank on the first following business day, except under the conditions of para. (2) above.

(4) When withdrawing an order placed by e-mail, the customer shall sign a request for its cancellation, available on the back of the form of the already accepted order, and shall re-send the order by e-mail to Fibank.

(5) When withdrawing an order placed by telephone or in case of objective impossibility to submit a withdrawal under para 4, the customer shall contact an employee of the Bank on the telephone numbers announced for acceptance of orders. An order shall be considered withdrawn as from the date and time when an employee of the Bank confirms that a duly completed and signed cancellation request has been received to the officially announced e-mail of the Bank, and in the case of orders withdrawn by telephone – from the date and time indicated by an employee of the Bank in the respective space of the document prepared upon submission of the respective order.

(6) In case of withdrawal of orders for transactions in financial instruments, submitted for execution at BSE-Sofia AD via an electronic system, such orders shall be deemed withdrawn as from the date and time on which they have been canceled under the established procedure within the trading session of the respective trading venue.

Chapter Five Responsibility

Art. 18 By signing a contract with the Bank under these Terms, customers:

1. give their explicit consent to the Bank to record telephone conversations conducted with them regarding orders being placed by them, and execution of transactions for their account;

2. declare they are familiar with, and agree to comply with the applicable procedures of the Bank in the use of remote means of communication between the Bank and the customer;

3. declare they are responsible for orders placed by them via remote means of communication, including by persons representing them (proxies), and are fully bound by all actions taken by the Bank in implementing such orders.

Art. 19 (1) Fibank shall not be liable for damages or lost profits caused by non-execution or incorrect/delayed execution of an order submitted by remote means of communication due to technical or other reasons beyond the control of the Bank.

(2) The Bank shall not be liable for risks associated with the transmission of data and information through the selected remote means of communication, including the possibility of unauthorized access and disclosure of information to third parties, altering the content, or technical omissions in the transmission of data.

(3) The Bank shall not be liable for damages caused to the customer or to third parties due to unauthorized use of the remote means of communication in the placement of orders if it has in good faith, before being informed by the customer, or by a person representing the customer, of suspected unauthorized access by third parties, fulfilled an order placed by a person who, based on unambiguous circumstances, was empowered to place such order.

Art. 20 In cases where the Bank conducts transactions on its own account with financial instruments which are subject to a customer order placed through remote means, Fibank shall be obliged to notify the customer in an appropriate manner of this circumstance upon receipt of the order.

Art. 21 The Bank may refuse to execute orders placed by remote means of communication, as well as suspend for a certain period the customer's right to use such means, for objective reasons related to the security of the means of communication, or in case of reasonable suspicion of orders unauthorized by the customer, of which it shall immediately notify the customer.

Art. 22 (1) The Bank shall provide customers with confirmation for the execution of each transaction ordered by remote means. For orders placed via the System of a tied agent, or via My Fibank, confirmation shall be provided through the respective system.

(2) The confirmation may be sent to the e-mail address, specified by the customer. It can also be received in person, at an office of Fibank.

ADDITIONAL PROVISIONS

§1. „Qualified electronic signature“ shall mean an advanced electronic signature created by a qualified electronic signature creation device based on a qualified electronic signature certificate.

§2. „Business day“ shall mean any day in which the Bank carries out operations necessary for implementation of submitted orders for transactions in financial instruments/transfer of them.

§3. „Business hours of Fibank“ shall mean an interval of time within the business day beyond which any order for a transaction in financial instruments/transfer of them shall be considered received on the next business day.

FINAL PROVISIONS

§4. The Management Board of the Bank shall annually, no later than 31 January, review and evaluate the compliance of the Terms with the services and activities performed by the Bank, and with the current regulatory provisions. In case of deficiencies and/or need for improvement of the internal organization, it shall adopt amendments and supplements to the Terms.

The Management Board of Fibank shall adopt amendments and supplements to these Terms also in case of identifying a need for that due to newly arisen circumstances, changes in the regulatory framework, or other objective reasons.