

## 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 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 Agreement 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) „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 outstandings, including payable interests, fees, commissions and other expenses under the terms of the Agreement and these GTC;

e) „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;

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

g) „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;

h) „Collateral” shall mean any surety, guarantee, pledge or mortgage, requested by the Bank and provided by the Borrower 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 as basis for calculating the variable interest rate applicable to the loan Agreement. The Bank shall publicly disclose the reference interest rates – SIR, RIR<sub>me</sub>, 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), as well as the methodologies for their determination, by announcing them on the website of the Bank at [www.fibank.bg](http://www.fibank.bg). 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) „Reference interest rate „Market environment” (RIR<sub>me</sub>) shall mean a reference interest rate calculated for each type of currency following a methodology announced by the Bank, used as basis for calculating the variable interest rate applicable to the loan Agreement;

r) „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 Inter-

est 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 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 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](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, 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 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 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 Contract 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;
- b) the day of debiting the current account with the respective repayment amount.

3.5. The amount of the credit shall be considered utilized when it is credited to the current account.

3.6. If the credit is utilized prior to the disbursement deadline specified in the Agreement, the respective date shall be considered as disbursement deadline.

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

4.1. The Borrower shall pay to the Bank an annual interest rate charged on the debt principal, amounting to the applicable reference interest rate of the Bank for the currency of the credit under the Agreement, increased by a spread indicated in the Agreement. Fixed interest rate may be stipu-

lated in the Agreement. Interest shall be charged only for the days of effective use of the credit.

4.2. 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.

4.3. The exact amount of interest owed by the Borrower shall be calculated by the Bank for each interest period upon maturity of the respective interest payment, specified in the repayment plan – Attachment to the Agreement.

4.4. 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 Agreement. In this case, the Bank shall have the right to unilaterally change the amount of the monthly installments specified in the repayment plan, of which it shall notify the Borrower.

4.5. In the case of an overdraft contract between the Borrower and the Bank, the interest owed by the Borrower shall be charged on the utilized amount of the overdraft and collected officially by the Bank at the end of each calendar month from the Current account, pursuant to item 12.1 of these GTC.

4.6. 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 item 4.2 and item 4.3 of these GTC.

4.7. 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](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 Agreement and repay his obligations under the terms of the Agreement.

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

4.8. 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.

4.9. The Bank shall notify the Borrower of any change in the interest rates before its entry into force by announcing the reference interest rate (RIRme, 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. Information on the amount, number or periodicity of the installments, should those change as a result of the new interest rate, as well as its size, the Bank shall send to the last address specified by the Borrower in the Agreement, as well as shall be made available of the Borrower in writing in the bank offices or electronically, if so agreed.

4.10. 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.

4.11. 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.

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

4.12.1. 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, 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 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 CREDIT

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. The final term for repayment of the credit shall be specified in the Agreement.

5.1.1. In the case of an overdraft contract 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 according to the attached repayment plan, 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 speci-

fied in the Agreement, the repayment plan shall be recalculated for the remaining outstanding amount, to which effect the parties shall sign an annex to the Agreement.

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 the Bank his express consent to debit officially his Current account and all balances on it, including at the expense of the overdraft, and after the expiration of the period for use under item 3.3 above, to settle unilaterally, on the maturity date or after it, the amounts due under the Agreement, including interest, fees and commissions.

5.4. When a payment made by the Borrower is not sufficient to cover in full his obligations under the Agreement, those obligations shall be met in the following order: 1.fees, commissions and expenses 2.penalty interest 3.overdue interest 4.principal, unless the parties have expressly agreed otherwise.

5.5. The Borrower shall have the right to repay early part or all of his obligations under the Agreement, for which he shall owe the Bank a commission for early repayment, except where otherwise provided by law. Early repayment shall be performed only by written order of the Borrower.

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 credit.

## **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 and shall accrued the interest rate applicable in the case of delay/other default: the contractual interest rate plus a penalty surcharge according to the Interest Bulletin and the Agreement.

6.1.1. In the case of an overdraft contract, 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**

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 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, 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.

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 o

## **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, interest, 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, 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 contract;
- c) the operation of the Agreement is terminated, regardless of the reason for that – from the date of its termination;
- d) the correlation between the constant net monthly income in comparison with the total amount of the monthly payments at the total credit exposure of the Borrower and the same correlation as of the date of the granting of the credit.

10.1.2. By written advance notice to the Borrower, 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 fails to make any payment under the Agreement (does not ensure sufficient balance on the Current account) for more than 5 working days after the date on which such payment has become due;
- b) the Borrower fails to make any payment due on another loan provided by the Bank due to serious deterioration of his financial condition;
- c) the Borrower has provided false or inaccurate data, information, confirmations, statements, certificates or other documents which have motivated the Bank to conclude the Agreement and grant the requested credit, as well as in relation to the implementation of the Agreement;
- 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;
- e) the Borrower violates any other condition under the Agreement, these GTC, or 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 fulfills his due obligation or eliminates the admitted violation, the Bank may waive its right to demand the credit to be repaid 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 simultaneously, 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, 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 gives his explicit and irrevocable consent and authorizes the Bank to officially collect all amounts

owed to it by the Borrower under the Agreement, including Debt Collection Costs (if any), 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.

12.1.1. 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.

## **XIII. TERMINATION**

13.1. The Contract 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 contract, as well of the consequences in the event of default on amounts due, prior to conclusion of the 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.

## **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](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 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 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:

- 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](http://www.fibank.bg).

## **XVII. ADDITIONAL PROVISIONS**

17.1. 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 of the Law on the Bulgarian National Bank, the Bank:

- a) 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 lev 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;
- b) may unilaterally amend the credit repayment plan, in which case

non-compliance with it by the Borrower shall lead to calling the credit due and payable early and in full, according to item 10.1 of these GTC.

17.2. 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 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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 gives his consent to the Bank and authorizes 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 gives his 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**

18.1. 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 Agreement. 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.

18.2. In the event of legal proceedings in a dispute arising in connection with the conclusion, performance, interpretation or termination of the Agreement, 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 have been prepared pursuant to 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 01.11.2022.