



Dear clients,

We would like to inform you that on 13.03.2020 changes in General terms and conditions by Unicredit Bulbank AD for opening, servicing and closing bank accounts of individuals and for providing payment services and instruments will take effect.

Main changes concerns SECTION I: BANK ACCOUNTS and SECTION VI: SETTLEMENT OF DISPUTES AND AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS as follow:

„2. A bank account shall be opened personally by the Depositor or by a person authorized by the Depositor after the Bank identifies the Depositor and the authorized person, if any. For identification purposes the following documents and information shall be provided:

2.1. Official identity documents and, if applicable, certified copies of other official personal documents of the persons having the right to carry out operations related to the available balance on the bank account. These documents shall contain the following information: full name; date and place of birth; official personal identification number or another unique identification element shown on an official identity document/another official identity document before the expiry date and which shows the person's photograph; each citizenship held by the person; country of permanent residence and address (a post office box number is not sufficient)

2.2. Original power of attorney, if any, specifying explicitly and exhaustively the type and volume of the activities which the proxy is authorized to perform on behalf of and at the expense of the Depositor;

2.3. Duly filled-in questionnaires and/or a template declaration of the bank or such stipulated in an applicable regulation signed by the Depositor

2.4. The bank has the right to request, and the Depositor shall provide information and documents (including but not limited to filled-in questionnaires and/or template declarations of the bank or such stipulated in an applicable regulation) about the Depositor, the countries in which the Depositor is a resident for tax purposes, the purpose and nature of the relations with the bank, etc

3. The Bank has the right to:

3.1. check the identification data of the Depositor and his/her proxy, if any.

3.2. require any other necessary documents and information when relations are established with the Depositor with a view to meeting its obligations under the Measures against Money Laundering Act (MAMLA) and the other applicable legislation, including but not limited to identification of the origin of the funds and source of assets (where applicable) of the Depositor. The Depositor shall provide the requested information and documents;

3.3. check all data, information and documents provided by the Depositor at all times using independent sources and require that the Depositor provide additional information and documents;

3.4. store the data, information and documents under item 2 and disclose them in accordance with the applicable law and the General Terms and Conditions which the Depositor has been notified of and agrees with.

4. The documents under item 2, issued by a public authority or certified by a legally capable foreign notary public shall have an Apostille affixed thereto if issued or certified respectively in a signatory

country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents (published in the State Gazette 45/ 2001) or in accordance with an effective agreement on legal assistance between the Republic of Bulgaria and the country where the documents were issued/certified or certified pursuant to the Rules for legalization, certification and translation of documents and other papers if they were issued/certified on the territory of a signatory country to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents or a country with which Bulgaria has entered into a legal assistance agreement. The documents under item 2 which are issued and/or drawn up in a foreign language shall have an official translation into Bulgarian.

5. Any amendments to the documents under item 2 and/or the circumstances certified by such documents shall have effect with regard to the bank only as of the date on which the latter is notified by the Depositor in writing. The Depositor shall immediately notify the bank in the event of any circumstances concerning his/her identification and that of his/her proxies and/or keeping his/her accounts, revocation of a power of attorney, proxy's death, loss, theft or destruction/replacement of an identity document and/or power of attorney, etc.) as well as provide information and documents pursuant to item 2 attesting to these changes.

5.1. The Bank shall not be liable for any damages and loss of profits resulting from payment transactions carried out prior to written notification of any changes or circumstances under item 5, including in the cases where it has executed a payment order given by a person who has presented documents which proved to be forged (with false content and/or inauthentic) and having certified his/her rights to carry out transactions on a bank account, including by virtue of a power of attorney which appears to be valid, in the cases when the representative power of this person was revoked before the Bank was informed in writing about the revocation of the powers of this person.

5.2. The Bank has the right to refuse to carry out transactions from/on a payment account ordered by a proxy of the Depositor if the scope of the his/her powers of representation is not clearly and precisely specified;

5.3. The Bank has the right to refuse to carry out a transaction from/on a payment account in the cases under art. 17 of MAMLA.

6. The Bank shall make a decision on the account opening application but is not obliged to provide reasons for its refusal to conclude an agreement“.

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„44.2. upon non-fulfillment of the customer's obligations under item 9.1, the Bank shall be entitled to close the account unilaterally and without being obliged to give any additional notice to the account holder with respect to this

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44.8. by giving notice with immediate effect as of the date when it is identified that the depositor is on a Sanctions List drawn up by the United Nations Security Council, OFAC's SDN lists and the European Commission's Sanctions Lists;

44.9. by giving notice with immediate effect as of the date when it is identified that depositor is on a list under the Measures Against the Financing of Terrorism Act. This list of natural persons, individuals and organizations against which special measures are imposed has been drawn up by the Council of Ministers.

44.10. by giving notice with immediate effect as of the date when it is identified that the depositor is a person involved in terrorist or terrorist financing activities on other regulatory or contractually established grounds.

44.11. on other statutory or contractually established grounds.

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46.2. In case there are several heirs, they should appear together personally (or the heir/heirs should be presented by explicitly duly authorized person/ persons for receiving their shares. The Bank shall not be held responsible for the distribution of the shares of the heirs.

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47. If the information about a depositor's death is accurate, the bank has the right to block his/her accounts opened with it without receiving the notification under item 46."

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„142. By virtue of the legal fact of account opening, the depositor shall agree with these General Terms and Conditions and confirm that s/he has voluntarily provided his/her personal data and the data of the persons authorized by him/her for achieving the purposes and the relations stipulated in these General Terms and Conditions. The Depositor explicitly agrees that the bank can store, process and use his/her personal data and the personal data of the persons authorized by him/her, including providing them to third parties – subcontractors, while agreeing and authorizing the bank to provide information which is bank secrecy or personal data of the Depositor and the authorized persons to its lawyers, accountants, auditors and other external consultants and persons working for the bank as well as to other financial, commercial and administrative institutions in Bulgaria and abroad, including in the cases where they belong to the same banking group or to persons related to the bank pursuant to the applicable legislation, including for the purposes of research, advertising and offering of banking products and services."

*The full text of the updated General Terms and Conditions for opening, servicing and closing bank accounts of individuals and for providing payment services and instruments can be viewed in the attached file.*

*The current notification is in regards to the Bank obligation as a payment service provider pursuant to Art. 63 of the Law on Payment Services and Payment Systems to communicate with its customers any upcoming change in the terms of the framework agreement with 2-month notice.*

*The Bank hereby informs with this notification the payment service users that it reckons they have accepted the changes in the conditions of the framework contract, unless otherwise notified before the date of entry into force of the changes. Provided that the payment service user did not accept the changes, the user would have the right to terminate the framework contract and any other related contracts without any cost and charge at any time prior to the proposed date of entry into force of the changes.*