

General Terms and Conditions of Bulgarian-American Credit Bank applicable to deposits

Adopted on 20.02.2009 by the Management Board of the Bank
and amended as per Management Board Resolutions dated 24.09.2009, 03.01.2011
01.03.2011 and 08.03.2012

1. Types of deposits

1.1. Bulgarian-American Credit Bank (the Bank) accepts deposits from the Depositor in BGN, EUR and USD and for that purpose the Bank opens deposit accounts in the name of the Depositor. The account is opened after filling in and submission of the documents required by the Bank and under applicable regulations of the Payment Services and Payment Systems Act, BNB's Regulation No. 3 dated 16.07.2009 on the terms and conditions on executing payment operations and the usage of payment instruments, Anti Money Laundering Act, the Rules for implementing the Anti Money Laundering Act, Measures against Terrorism Financing Act, etc.

1.2. At Depositor's request the Bank opens a deposit in the amount, at the interest rate and the terms specified in the Deposit document.

2. Minimum balance required for deposits

2.1 The minimum balance for opening a deposit account is specified in the Interest Rates Terms of the Bank.

3. Interest terms

3.1 The deposits interest rates applicable to the deposits accounts are defined in the Bank's Interest Rates Terms unless otherwise agreed under a specific agreement in writing entered between the Bank and the Depositor. The interest rate is fixed.

3.2. For deposits exceeding the amount specified in the Bank's Interest Rates Terms, the Depositor may negotiate and agree with the Bank on the applicable interest rate as well as on the other conditions (term, period of interest payment and others) different from the conditions set forth in the Interest Rates Terms.

3.3. (deleted by decision of the Management Board dated March 1, 2011, effective as of April 1, 2011)

3.4. The deposit interest is calculated at a base of 30 interest bearing days per month and 360 days per annum, unless otherwise agreed under an agreement in writing entered between the Bank and the Depositor.

3.5. The deposit interest is payable at its maturity and shall be capitalized upon the deposit's principal amount. By request of the Depositor, the interest accrued may be transferred to a current or other account specified by the Depositor and held with the Bank. A periodic payment of interest within the term of the deposit may be agreed upon mutual consent of the Bank and the Depositor.

3.6. Upon termination of the deposit prior to maturity, transactions ordered with the funds prior to maturity (increasing or decreasing of the principal) or upon other cases of breach of the deposit terms, the Bank applies interest rate equal to the one that applies to current accounts in the respective currency calculated for the actual number of days unless otherwise agreed under another separate agreement in writing entered between the Bank and the Depositor.

3.7. The Bank reserves its right to change the interest rates applied to deposits. The amendments take effect on the date of their approval by the Bank's competent authority and the new interest rates apply effectively to the existing deposits from the date of the first maturity following the date of the change. The Bank announces the new deposit rates in a prominent place in its offices for customer services and on its Internet site.

4. Deposit renewal. Termination prior to maturity

4.1 If no Depositor's instructions for termination or withdrawal are received in writing prior to maturity, the Bank automatically renews the deposit for the initially agreed term and applies the interest rate valid as of the renewal date, unless otherwise agreed under a separate agreement in writing entered between the Bank and the Depositor.

4.2. The deposit may be withdrawn in full or partially prior to its maturity by mutual agreement between the parties, but each full or partial withdrawal prior to its maturity is considered as a breach of the deposit terms and in this case the provisions of article 3.6 above are applied. In the deposit agreement between the Bank and the Depositor a minimum term to notify the Bank for the prior to maturity withdrawal of funds, may be provided.

4.3. In case the maturity date is a non-working day the funds of the deposit are on the Depositor's disposal on the first following working day.

5. Fees and Commissions

5.1. The Bank opens the deposit accounts free of charge.

5.2. At maturity of the deposit all cash transactions with the funds are free of charge. For transfers of funds from the deposit account to an account in another bank the standard fees and commissions of the Bank apply as per the List of terms and conditions of the Bank.

5.3. Upon disposal of the deposit funds that is not at maturity the standard fees and commissions of the Bank are applied as per the List of terms and conditions of the Bank.

5.4. For cash withdrawal from the deposit account from 5,000 BGN to 200,000 BGN the Depositor should notify the Bank for the withdrawal in writing at least one working day prior to the date of the withdrawal and if the cash withdrawal exceeds 200,000 BGN the notification should be done at least two working days prior the date of the withdrawal. For cash withdrawal from 5,000 EUR/USD to 100,000 EUR/USD the Depositor should notify the Bank for the withdrawal at least one working day prior to the date of the withdrawal, and for bigger amounts – the Depositor should notify the Bank for the withdrawal at least two working days prior to the date of the withdrawal.

6. Deposits guarantees

6.1. The reimbursement of bank deposits opened as per the interest rates announced in the current Bank's Interest Rates Terms which is officially announced and offered to the DEPOSITORS is guaranteed by the Bank Deposit Insurance Fund as per the regulations of the Bank Deposits Guarantee Act. The Bank Deposit Insurance Fund guarantees the funds of the deposits in the BANK opened in BGN and other foreign currency of Bulgarian and foreign natural persons or legal entities in the amount and as per the conditions set below and defined in the Act and the Fund also pays the guaranteed amounts to the Depositors in the event when the Bulgarian National Bank revokes the banking license of the BANK.

6.2. The Bank Deposit Insurance Fund guarantees full reimbursement of the bank deposits of one person (natural person or legal entity) with the BANK regardless of their number and amount up to 196 000 BGN including any accrued interests.

6.3. The Bank Deposit Insurance Fund pays the guaranteed amounts when the Bulgarian National Bank revokes the banking license of the relevant bank. The guaranteed amounts by the Fund are paid in national currency. In case when a deposit is opened in a foreign currency the BGN equivalent is paid up to the guaranteed amount exchanged at the Bulgarian National Bank rate of the initial day of payment of the guarantee. The Fund pays the sums held on the deposits up to the guaranteed amount through a commercial bank designated by the Management Board of the Bank Deposit Insurance Fund and the payment commences not later than 20 working days as of the date of the decision of the Bulgarian National Bank to revoke the banking license of the relevant bank and by exceptional circumstances the Fund may extend the deadline referred with no more than 10 working days.

6.4. Guaranteed amounts of bank deposits are not payable to: 1/deposits of persons who have been granted preferential interest rates in deviation to the terms and conditions announced by the BANK, which the BANK is obliged to apply to its DEPOSITORS; 2/deposits of the persons holding shares ensuring more than 5 per cent of the votes at the general assembly of the bank's shareholders; 3/deposits of the members of the bank's management and supervisory board, the procurators, the members of its bodies for internal control of the BANK; 4/physical entities who are partners in the specialized audit companies, elected or appointed as per the law to certify the annual financial statements of the BANK; 5/the spouses and relatives on direct and lateral line of descent to the second consanguineous degree inclusive under items 2/, 3/ and 4/; 6/the deposits of banks when they have been on their behalf and for their own account; 7/the deposits of financial institutions as per Article 3 of the Credit Institutions Act; 8/the insurers; 9/pension and insurance funds, excluding funds for additional obligatory pension insurance; 10/investment intermediaries when they are made on their behalf and for their account; 11/investment companies of a closed type, collective investment schemes and special purpose companies; 12/state and state institutions; 13/municipalities; 14/Bank Deposit Insurance Fund, the Fund for compensation of investors in securities and the Guarantee Fund under Art. 287 of the Insurance Code; 15/deposits resulting from or related to deals and actions identified as "money laundering" under the meaning of Article 2 of the Anti-Money Laundering Act, if the performer is convicted, with an effective sentence; 16/persons who have acquired rights under a deposit as a result of disposition of the said deposit affected after adoption of the decision of the Bulgarian National Bank referred; 17/and all other cases defined in the Bank Deposits Guarantee Act;

6.5. When the DEPOSITOR has liabilities to the BANK the amount of the debt shall be deducted from the amount of the guarantee determined under Art. 4, Para. 1 and 2 of the Bank Deposits Guarantee Act.

6.6. In the event of a joint deposit the portion of each person is taken in account for the purpose of determining of his/her total amount of deposits with the BANK. Unless otherwise provided by the deposit contract, it is assumed that the depositors share equal portions of the deposit.

6.7. In the event of a deposit contract in favor of a third party, the one entitled to receive payment from the fund is the person in whose favor the deposit is made (the beneficiary), unless the contract provides otherwise. If more than one beneficiary, the rules for the joint deposit are applied.

7. Other

7.1. The General Terms of the Bank for providing payment services and the General terms and conditions of business of BACB AD apply to the deposit accounts.

7.2. The present General Terms and Conditions applicable to deposits are executed in Bulgarian and in English language and in case of discrepancy between the Bulgarian and the English versions, the Bulgarian language version shall prevail.

7.3. The Bank's Interest Rates Terms and the List of Terms and Conditions of the Bank are an inseparable part of these General Terms and Conditions applicable to deposits and are available to the Depositor at the Bank's offices for customer service. The above documents may be unilaterally changed by the Bank at its discretion and the Bank notifies its customers of the new terms by announcing and displaying them on a prominent place in the bank offices for customer service and on its Internet website.