



General Terms and Conditions of the Bulgarian American Credit Bank AD of Deposit Agreements

1 Types of deposits

1.1 (Amended by Decision of the Management Board dated 27.04.2023 in force as of 09.05.2023) Bulgarian American Credit Bank AD (the Bank) accepts on deposit from local and foreign physical persons and legal entities, and sole traders cash in the currencies described in the Interest Bulletin of the Bank. The account shall be opened after completing and submitting the documents required by the Bank and by the law, in accordance with the provisions of the Payment Services and Payment Systems Act, Ordinance No. 3 of the BNB, dated 18.04.2018 on the terms and procedure for opening payment accounts, execution of payment transactions and the use of payment instruments, the Measures against Money Laundering Act, the Implementing Regulations of the Measures against Money Laundering Act, Measures Against Financing of Terrorism Act, etc.

1.2 The Bank shall open the deposit in an amount, at an interest rate and for a period and under conditions specified in the deposit document.

2 Minimum amount of the deposit

2.1 The minimum amount for opening an online deposit is specified in the Interest Rates Bulletin of the Bank.

3 Interest rate provisions

3.1 The amount put on deposit bears interest at a rate determined and announced in the Interest Rates Bulletin of the Bank, unless otherwise provided in a special written agreement between the Bank and the Depositor. The interest rate is fixed.

3.2 In the case of a deposit above the amount specified in the Bank's Interest Rates Bulletin, the Depositor may negotiate with the Bank an interest rate, as well as other terms and conditions (term, interest period, etc.) other than those specified in the Interest Rates Bulletin.

3.3 The interest rate on the deposit is calculated based on 30 interest accrual days per month and 360 days per year, unless otherwise provided in a written agreement between the Bank and the Depositor.

3.4 The interest on the deposit shall be payable at maturity of the deposit and shall be accrued on the principal of the deposit. At the Depositor's request, the interest accrued may be paid to a payment or other account with the Bank, indicated by the Depositor. Within the term of the agreed deposit, a periodic payment of the interest may also be agreed by mutual consent between the Bank and the Depositor.

3.5 Upon early termination of the deposit, in case of transactions on dates other than the maturity date (withdrawal, deposit) or in other cases of breach of the deposit conditions, the Bank shall accumulate on the deposit an interest rate equal to the interest rate on payment accounts in the respective currency for the actual number of days, unless otherwise is provided for in a written agreement between the Bank and the Depositor.

3.6 The Bank reserves the right to change the interest rates on deposits. Amendments shall enter into force on the day of their adoption by the competent authority of the Bank, and the new interest rates shall apply to an existing deposit from the first maturity date following the date on which the change takes effect. The Bank shall announce the new interest rates on deposits at a prominent place in the Bank's offices and on its website.

4 Deposit renewal. Early termination.

4.1 In the event that the Depositor has not submitted to the Bank an order or instruction for termination or change of the deposit by the maturity date, the Bank shall automatically renew the deposit for the term initially agreed by applying the interest rate for the relevant type of deposit valid at the renewal date, unless otherwise is provided for in a separate written agreement between the Bank and the Depositor.

4.2 In case the Bank ceases to offer a Standard Deposit, upon the expiry of a specific deposit, the Bank shall ex officio transfer the available amount of the deposit to a current account of the Depositor in the same currency and shall close the deposit account. In case the Depositor does not have an active current account in the currency of the deposit, the Bank shall transform the deposit into a 1-month Standard Deposit at the interest rate specified in the Bank's Interest Rate Bulletin.

4.3 The deposit may be fully or partially withdrawn prior to maturity by mutual agreement between the parties. However, any withdrawal of all or part of the amount deposited before the maturity date is considered a breach of the deposit conditions, and in such case Art. 3.5 above shall apply. The agreement between the Bank and the Depositor may provide for a minimum notice period for early withdrawal of funds on the deposit.

4.4 If the maturity date is not a business day, the Depositor may dispose with the funds on the deposit on the first subsequent business day.

5 Fees and commissions

5.1 The Bank opens deposits free of fees and commissions.

5.2 On maturity of the deposit, cash transactions are free of charge. For payments by bank transfer from the deposit to another bank, the Bank shall apply the standard fees and commissions according to the Bank's Tariff of Fees and Commissions.

5.3 For transactions with the deposit on dates other than the maturity date, the Bank shall apply the standard fees and commissions in accordance with the Bank's Tariff.

5.4 (*Amended by Decision of the Management Board dated 27.04.2023 in force as of 09.05.2023*) Cash withdrawals in excess of an amount specified in the Bank's Tariff require a prior written request within the time limits specified in the Bank's Tariff currently in effect.

6 Deposit guarantees.

6.1 The payment of cash on deposits with the Bank is guaranteed by the Bulgarian Deposit Insurance Fund /BDIF/ in accordance with the provisions of the Bank Deposit Guarantee Act /BDGA/. BDIF guarantees deposits in the Bank of Bulgarian and foreign individuals and legal entities in BGN and foreign currency to the amount and under the conditions specified below in Art. 6.2 and 6.3.

6.2 BDIF guarantees full repayment of deposit amounts of a person (natural or legal) with the Bank up to BGN 196 000 (one hundred and ninety-six thousand) regardless of the number and size of the deposits, and this amount includes interest accrued to the date of the decision of the Bulgarian National Bank /BNB/ for withdrawal of the Bank's banking license or other act referred to in Art. 6.4 (1) below.

6.3 The following deposits are guaranteed up to BGN 250 000 (two hundred and fifty thousand) for a period of three months from the moment of crediting the amount to an account of the depositor or from the moment at which the depositor has obtained the right to dispose of the amount of the deposit: (a) deposits of individuals arising from transactions with real estates for residential purposes; (b) deposits of individuals arising from amounts paid in connection with entry into or dissolution of marriage, termination of a labor or employment relationship, disability or death; (c) deposits arising from insurance or social insurance payments or from payment of compensation for damages from crimes or reversed sentence. The deposits under the preceding sentence are not included in the calculation of the total amount of the liability of the Bank to a depositor within three months from the moment of crediting the amount to an account of the depositor or from the moment at which the depositor has obtained the right to dispose of the amount of the deposit.

6.4 (1) BDIF shall repay liabilities of the Bank to its depositors up to the coverage level in the event of: (a) a resolution of BNB on revoking the Bank's operation license; or (b) a resolution of BNB on establishing unavailability of deposits and upon its discretion that for the time being the Bank seems unable to repay deposits and that the Bank will not be able to do so in the short term; or (c) an act enforced by a judicial authority which precludes depositors to claim receivables against the Bank.

(2) Guaranteed amounts on deposits shall be paid from BDIF in national currency - BGN. In the event of deposit in foreign currency, the depositor shall be paid the equivalent of the guaranteed amount of the deposit at the exchange rate of BNB on the initial day of payment of the deposit guarantee. Not later than two business days prior to the commencement of repayment of the reimbursable sums, BDIF shall announce in at least two central dailies and on its website /www.dif.bg/ the initial day, on which depositors in the bank may receive payments from the BDIF, as well as the bank or banks that will make these payments.

(3) Payments shall be made *via* one or more banks designated by the Management Board of BDIF and shall commence not later than 7 business days from the date of the BNB decision to revoke the license of the relevant bank or of the issuance of a another act under par. (1) above. The deadline for repayment of the guaranteed amounts may be extended in accordance with the provisions of Art. 20, para. 6 and para. 7, BDGA.

6.5 (*Amended by Decision of the Management Board dated 27.04.2023 in force as of 09.05.2023*) (1) Deposits with the Bank up to the coverage level shall not be paid to: (a) other banks when they are made on their own behalf and for their own account; (b) the financial institutions under Art. 3 of the Law on Credit Institutions; (c) the insurers and reinsurers under Art. 12 of the Insurance Code /IC/; (d) pension insurance companies and supplementary pension insurance funds managed by them, and payment funds; (e) investment firms ; (f) collective investment schemes, investment funds, alternative investment funds and special investment purpose companies; (g) the budget organizations under § 1, item 5 of the Additional Provisions of the Low on Public Finance Act; (h) the Investor Compensation Fund, the BDIF and the Guarantee Fund under Art. 518 of the Insurance Code.

(2) No guarantee shall be provided on deposits arising from or connected with transactions or actions constituting money laundering within the meaning of Art. 2 of the Law on the Measures against Money Laundering Act (MAMLA) and financing of terrorism within the meaning of the Measures against Financing of Terrorism Act established by force of an effective sentence.

(3) Deposits whose holder has not been identified pursuant to Chapter Two, Section V of the Law on MAMLA this of the date of revocation of the Bank's license revocation, shall not be repaid.

(4) BDIF does not guarantee repayment of deposits to persons who have acquired rights to a deposit as result of performed disposals of the deposit after the date of the Bank's license revocation.

(5) The amounts in accounts on which no operations ordered by the depositor have taken place over the preceding 24 months prior to the date of issuance of an act under Article 20, paragraph 1 of Bank Deposit Guarantee Act /BDGA and the balance of each of those is less than BGN 20 shall not be repaid.

6.6 In case of joint deposit, when establishing total amount of a depositor's deposits in the Bank, the share of each person shall be taken into account. If the deposit agreement does not provide otherwise, it shall be assumed that the shares of the depositors are equal.

6.7 In case of deposit agreement in favor of a third person, the person in whose favor the deposit has been made (the beneficiary) shall be entitled to receive payment from the fund, unless the deposit agreement provides otherwise. In the event of more than one beneficiary, the rules for joint deposit shall apply.

6.8 Before opening a deposit, the Bank shall provide to depositors Information Bulletin for Depositors. The Bank shall provide the applicable text of the Information Bulletin for Depositors in both the Bulgarian and the English language, on paper at the Bank counters, on the Bank's website (www.bacb.bg) in a format that enables its storage and reproduction.

7 PERSONAL DATA PROTECTION

7.1 The Bank processes and stores personal data of the Depositor in accordance with 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/EC (General Data Protection Regulation). The Privacy Policy of BACB AD and the Privacy Notice to the Customers of the Bulgarian American Credit Bank AD contain detailed information on the data that identifies BACB as a personal data controller and the contact details of the data protection officer, the purposes and the legal basis for the processing of the personal data, including when the processing is necessary in order to protect the legitimate interest of BACB AD; the categories of recipients of personal data; the period for which personal data will be stored; the rights of the data subjects in relation to the processing of personal data by BACB AD, as well as information on how these rights can be exercised and any other information required by the General Data Protection Regulation to be provided to customers. The Privacy Policy of BACB AD and the Privacy Notice to the Customers of the Bulgarian American Credit Bank AD are available and published on www.bacb.bg and in the offices of BACB AD.

7.2 By signing the agreement and these General Terms and Conditions, the Depositor declares that: a) he/she has been notified of the protection of personal data in the Bulgarian American Credit Bank AD, including with the provided access to the Privacy Notice at www.bacb.bg and in the offices of BACB AD; b) voluntarily submits his/her personal data for the conclusion of the agreement under these General Terms and Conditions, the execution or performance of the rights and obligations under the Agreement and the General Terms and Conditions and with a view to the full payment / collection of all receivables of the Bank;

8 Other provisions

8.1 These General Terms and Conditions of the Bank for Deposit Agreements are drawn up and adopted by the Management Board in the Bulgarian language. For the convenience of depositors, the Bank shall provide translation into the English language. In case of discrepancy between the Bulgarian and the English texts, the Bulgarian version shall prevail.

8.2 The Interest Rates Bulletin and the Fees and Commissions Tariff of the Bank are an integral part of these General Terms and Conditions and are available to the depositors at the Bank's customer service offices or on the Bank's website (www.bacb.bg). The Bank may amend and supplement these General Terms and Conditions at any time and the amendments shall enter into force on the date specified in the decision of the competent body of the Bank. The Bank shall notify Depositors of changes in the General Terms and Conditions by announcing them at a prominent place at the customer service offices and on the Bank's website.

8.3 These General Terms and Conditions are adopted by decision of the Management Board of 20.02.2009 and amended by decisions of the Management Board of the Bank dated 24.09.2009, 03.01.2011, 01.03.2011, 08.03.2012, 17.09.2015, 17.03.2016 and are in force from 23.03.2016, 15.12.2016, of 17.05.2018 in force from 25.05.2018, of 28.06.2018 in force from 06.09.2018, of 23.12.2021 in force from 10.01.2022, of 27.04.2023 in force as of 09.05.2023.