



GENERAL TERMS AND CONDITIONS FOR ISSUE AND SERVICE OF BANK DEBIT CARDS

The purpose of these General Terms and Conditions (GTC) is to set forth the rights and obligations between T.C. Ziraat Bankası - Sofia Branch as a provider of payment services and an issuer of bank payment cards, hereinafter referred to as the Bank and/ or Card Issuer and the User of payment services - the Customer, hereinafter referred to as the Customer/ Cardholder in the meaning of the Law on Payment Services and Payment Systems, arising between the Customer and the Bank as regards the opening and maintaining payment accounts for issuing and using payment instruments - bank debit cards subject to a Framework Contract. The General Terms and Conditions are binding for the Customer and represent an integral part to the executed Framework contract for payment accounts.

T.C. ZIRAAT BANKASI A.S., having its seat in the city of Ankara, Turkey carries out banking on the territory of Republic of Bulgaria through T.C. Ziraat Bankası – Sofia Branch based on License, issued by the Bulgarian National Bank, updated by Order No. RD 22-2274 from 16.11.2009 and Order No. RD 22-2274 from 14.06.2010 of the Governor and the Deputy Governor of Bulgarian National Bank (BNB) according to Art. 2, para. 2, item 1 of the Law on Credit Institutions.

T.C. ZIRAAT BANKASI – SOFIA BRANCH, UIC: 121704731 is registered in the Commercial Register with the Registry Agency, with registered address of the Bank's Branch in Republic of Bulgaria - city of Sofia, 87, Tsar Samuil Str., BIC/ SWIFT: TCZBBSGF. The competent authority responsible for the supervision of the Bank's activity as a provider of payment services is the Bulgarian National Bank (BNB).

SCOPE AND DEFINITIONS.

In the meaning of these General Terms and Conditions and the Law on Payment Services and Payment Systems and Regulation 3 of the Bulgarian National Bank on the Terms and Procedure for the Execution of Payment Transactions and Use of Payment Instruments the following definitions and general concepts are introduced:

- Bank debit card (BDC)** – a payment instrument which is a plastic card on which information is recorded by electronic means and which is intended for identification of the Cardholder, remote access to the bank account and for carrying out payment and non-payment operations, according to the effective Bulgarian law, as well as the terms and procedures agreed between the user of the payment instrument and T.C. Ziraat Bankası - Sofia Branch. BDC is used by the user of the payment instrument in order to submit payment orders.
- Card account** – a current account in BGN with a holder – a natural person or a legal entity, opened with T.C. Ziraat Bankası – Sofia Branch for accounting all payments initiated by a bank card, by which remote access to that account is provided. The title holder shall maintain a minimum balance, as specified in the Bank's Tariff, which shall not be affected upon performing transactions.
- Cardholder** – a natural person to which one or more bank cards have been issued or provided for use pursuant to these Terms and Conditions governing the contract relations between such persons and the Bank.
- Account holder** - a natural person or a legal entity that is a holder of a card current account.
- Customer** – the Cardholder and/ or the Account Holder
- Transaction** – drawing cash or paying for goods and services initiated by a bank card in compliance with these General Terms and Conditions, which results in change in the balance of the card account.
- PIN** – Personal Identification Number, which is a combination of four digits and serves for identification of the Cardholder upon using BDC.
- ATM (Automated Teller Machine)** – a terminal device for drawing cash, paying for services, making transactions between accounts, information and other payment and non-payment operations.
- POS (Point of Sale, Point of Service)** – a terminal device by which payment for goods and services is made or it is using for withdrawing cash by BDC.
- Merchant** – an individual person or a juridical body that is a party under a contract for accepting payments with bank cards via POS.
- Framework Contract** - the totality of the request in writing for issuing a bank payment card, the General Terms and Conditions of T.C. Ziraat Bankası - Sofia Branch for provision of payment services, the General Terms and Conditions of T.C. Ziraat Bankası - Sofia Branch, which set out

the future performance of individual operations or a series of payment operations with BDC. The contract term depends on the validity term of BDC. The contract term may be extended automatically with the re-issuance of the debit card with new validity. Hereinafter the contract will be referred to as the Framework Contract and/ or the Contract.

- BDC limit** – an amount fixed by the Bank up to which transactions may be carried out by means of one BDC for a specified period of time. Each BDC issued and provided for use to the Cardholder under a Framework contract has individual limits which, unless set out in advance; represent the limits automatically assigned by the Bank.
- Unauthorized transaction** – arising from the use of a lost, stolen or illegally acquired card, when the Customer has failed to keep secret the personalized protections of the card.
- Tariff** – the tariff of T.C. Ziraat Bankası - Sofia Branch for fees, interests and commissions upon provision of the Bank's services to natural persons and legal entities under Law on Payments Services and Payment Systems.

I. SUBJECT MATTER.

Art. 1. These General Terms and Conditions aim to set forth the relations between the Bank and the Cardholder /Customer/ related to the issuing and servicing of national debit cards BORICA, valid only on the territory of Republic of Bulgaria. These General Terms and Conditions represent an integral part to the Framework Contract for provision of payment services by means of a bank payment card (BPC) as an electronic payment instrument in the meaning of the Law on Payment Services and Payment Systems.

II. GENERAL TERMS.

Art. 2. A debit card is issued on the basis of an executed Framework Contract between the Bank and the Customer and represents a type of payment instrument on which data is recorded by electronic means. The payment card is used on a multiple basis for Customer's/ Cardholder's identification and enables remote access to their relevant special current account.

Art. 3 (1) The following operations may be performed with the Card:

- Withdrawing money in cash via the ATM/ POS devices;
- Paying of goods and services via POS device;
- Account statement via ATM device;
- Change of the PIN code by the Cardholder via each ATM device connected with the system of the national card operator Borica - Bankservice PLC.
- Other services provided by T.C. Ziraat Bankası – Sofia Branch.

Art. 4. The operations mentioned in art. 3, item 1-3 may be carried out from all ATMs bearing the logo of BORICA in Republic of Bulgaria.

Art. 5 (1) For the operations mentioned in art. 3 shall apply the limits determined in the Bank's Tariff.

(2) The Bank may change unilaterally the limits provided that it notifies timely its Customers by notices placed on a visible place in the bank's offices.

(3) Limits are subject to change at the request of the Customer/ Cardholder - the account holder or a person authorized by the latter based on additional request submitted to a Bank's office. Cardholder

III. CARD ISSUING.

Art. 6 (1) The Bank shall issue a payment card to a Customer/ Cardholder connected to a special card account in the Bank (referred also as "Card account") on the basis of executed Framework Contract.

(2) For the purpose of servicing the bank card, the special current account, which the Bank will open, will have individual identification number IBAN in compliance with the provisions of BNB.

Art. 7 (1) The Bank shall issue the card with validity term of 2 (two) years effective from the issue date and the Customer/ Cardholder may use the card within that period. The term of validity of the card shall expire on the last day of the month and the year indicated on its front part.

(2) The bank payment card is property of the Bank and the Customer/ the Cardholder shall return it upon renewal, re-issuance, withdrawal or termination of the Framework contract.

Art. 8 (1) The Bank shall issue the card within 15 business days after the Customer signs the contract and shall deliver it in person to the Customer/ the



Cardholder along with an envelope containing the personal identification number (PIN).

(2) Upon issuing the card, PIN is automatically generated by the system of the national card operator Borica – Bankservice AD and is recorded in a special envelope. The Customer/ Cardholder shall verify the integrity of the envelope containing the PIN and after opening it, they shall compare the complete match between the printed part of the card's number on the envelope containing the PIN and the relevant digits of the number on the front part of the card.

(3) If there is conformity, the Customer/ the Cardholder shall fix his/her signature on the back of the card plastics in the field for authorized signature in the presence of a Bank's employee and shall confirm that he/she has received the card and the envelope with the PIN by signing his/her name in the place intended for that purpose in the Contract.

(4) In the event of discrepancy between the number printed on the front part of the card and that indicated on the envelope with the PIN, the Customer/ the Cardholder shall not accept the card and the envelope with the PIN. The Bank shall issue a new card with a new PIN on its own account within 10 days.

(5) The Bank shall activate the Card on the date it is delivered to the Customer/ the Cardholder.

(6) The Customer should remember the PIN and should destroy the paper on which it is written and should change PIN immediately.

Art. 9 (1) The card and the envelope with the PIN shall be stored in the relevant bank office for three months from the issue date of the Card. In case that the Customer fails to appear within that term, they will be destroyed and the Contract will be considered terminated.

(2) Upon re-issuance of the card after its expiry, the new card shall be stored in the relevant bank office for three months after the issue date. In the event that the Customer/ Cardholder fails to appear to take the card in that term, the card will be destroyed and the Contract will be considered terminated and the account will be closed automatically.

Art. 10 (1) The Customer may ask that the Bank issues a new card in the following cases:

1. Upon destruction or damage of the card's plastic.
2. In the event if the card is lost, stolen or other manner taken away.
3. If the PIN code is forgotten and the Card is blocked.

(2) The Customer shall pay fee for re-issuance of a payment card according to the Tariff valid as at the issue date.

Art. 11. (1) At the Customer's request, the Bank may issue add-on cards to the account in the Customer's name or in the name of a third person named by the Customer, hereinafter referred to as an add-on Cardholder.

(2) The add-on payment debit card, connected to the account of a Customer of full legal age - an account holder may be issued at the Customer's request to a third underage person above age of 14 years old - an add-on Cardholder only if that person holds a valid identity document and is related to the Customer by a direct line of descent.

(3) The Customer is responsible for all transactions made with any add-on card and undertakes to acquaint the Add-on Cardholder with the rules about its use.

(4) The Customer is entitled, without the consent of the add-on Cardholder to block/ deactivate the add-on card.

(5) The add-on Cardholder may block, without the consent of the account holder, only the payment card issued in the name of such add-on Cardholder.

(6) Any The add-on card is deactivated automatically when the contract with the holder of the card account is terminated.

Art. 12. The Bank is entitled at its own discretion to refuse opening an account and issuing a bank payment card at the Customer's request without being necessary to provide grounds for its refusal to the Customer and/ or any third persons.

IV. USE OF THE CARD.

Art. 13. (1) The Customer undertakes to use the card only in person and in compliance with the conditions for its issuance and use, contained in the Contract and in the General Terms and Conditions,

(2) The Customer shall keep safe the Card, the data recorded thereon and its personalized protection features.

Art. 14 (1) The Customer may carry out payment operations with the card up to the amount of the available balance in the card account and in compliance with the limits set for the card and the limits set for the terminal device.

(2) The available balance is equal to the amount of Customer's own funds less the minimum balance – the compulsory minimum balance.

(3) Payment operations with the card shall be allowed only after verification of: available balance, the card's status and its limits and the identification of the Customer by one of the following methods:

- Upon withdrawing cash from ATM – by entering the PIN code

- Upon withdrawing cash from POS device at the counter of the bank - by identity card and PIN.

- Upon paying for goods and services via POS device - by entering PIN and signature on the POS receipt.

(4) The signature on the receipt from the terminal device shall be identical to the signature on the back of the card and shall attest the authorization and the correct performance of the operation.

(5) At request of the bank officer or the merchant, the Customer shall present an identity document for identification and verification of his/ her signature.

Art. 15. Provided that it is impossible to draw cash from the card due to loss, theft or deficiency, the Customer may draw cash up to the amount of the balance in their card account in all offices of the Bank subject to payment of the relevant fee according to the Tariff. The card will be blocked up to 24 hour after the operation.

Art. 16 (1) The Customer shall ensure availability of cash in the account for the performance of the payment operations with the card.

(2) Provided that there is not sufficient cash in the card account to collect the fees due, the account shall be frozen until cash is deposited and then first the fees due to the Bank shall be covered and the remaining amount shall be credited to the card account of the Customer/ the Cardholder.

(3) The operations of the Customer/ the Cardholder shall be authorized (approved) or refused by the payment system operator servicing the Bank i.e. BORICA AD at the time of their performance and the amount of the operation shall be blocked in the card until receipt and posting the transaction on the Customer's account and it may remain blocked up to 3 (three) business days.

(4) The Bank shall debit the card account with the amounts of the performed operations according to the order of occurrence and within the terms specified by the Rules of Borica-Bankservice AD.

(5) The operations carried out on the territory of Republic of Bulgaria usually shall be accounted in the Customer's account on the first business day following the operation.

V. FEES AND COMMISSIONS.

Art. 17. (1) For the issuing and servicing the bank payment card and the operations carried out thereby the Customer shall pay fees according to the Tariff, valid as at the date of fee collection or as at the date the operation is carried out, respectively. The fees due by the Customer shall be collected automatically from the Customer's account to which the card is connected.

(2) The Bank shall inform the Customer about the fees applicable as at the date of contract execution by making available to the Customer the relevant Tariff as an integral part of the Bank's General Terms and Conditions on payment services.

Art. 18. If the funds of the Customer/ the Holder or the account subject matter hereunder respectively, become subject of lawful distraint or any other restrictive measure allowed by the Bulgarian law, as well as if the account is otherwise subject to any execution by compulsion, restriction or disposal by the competent authorities of Republic of Bulgaria, the Bank shall not be liable to the Customer/ the Cardholder provided that a transfer is to be made or any payment by order of the relevant competent authority in compliance with all statutory requirements related to the enforcement of such measures.

VI. COMMUNICATION AND DATA PROVISION.

Art. 19. (1) Any communication between the Bank and the Customer related to the Contract for card account shall be delivered in person or sent by mail.

(2) Within 7 days the Customer shall inform the Bank about any changes that may occur in the initial data provided upon contract execution. Otherwise any



notices, invitations and other communications sent to the last address known by the Bank shall be considered duly delivered.

Art. 20 (1) The Bank shall provide to the Customer information about the transactions made with the card in the manner and at the time intervals set forth in the Contract and in the General Terms and Conditions concerning Provision of Payment Services on payment account to which the card has been issued.

(2) Any performed payment operations shall be considered confidential and data about the account shall be provided only to the Customer and to persons authorized by the latter by a notarized power of attorney or according to the order for disclosure of bank secrets set out in the Law on Credit Institutions.

Art. 21 (1) The Framework contract for opening a card current account shall be executed in Bulgarian and the communications between the parties shall be in Bulgarian language too.

(2) The Bank shall provide to the Customer a copy of these General Terms and Conditions, as well as information about the fees applicable as at the date of contract execution.

(3) At any time of the contract duration the Customer may, upon request, obtain a copy of these General Terms and Conditions or download them from the Bank's website, updated as at the date of their provision/ downloading.

VII. SAFEGUARDINGS. PERSONAL IDENTIFICATION NUMBER (PIN).

Art. 22 (1) The PIN is a secret code generated by the Bank, connected with the card which serves for identification of the Customer and is known only by him.

(2) The Customer shall keep the PIN secret and shall not communicate it to anyone, as well as the Customer shall not write it on the card or any other thing, which is kept together with the card and he/she shall take any other precautions to prevent its disclosure to third persons.

Art. 23 (1) If the Customer forgets the PIN or enters it incorrectly 3 (three) times in succession as a result of which the card is blocked, the Customer may ask for issuing a new PIN or a new card with a new PIN to the same account in any office of the Bank subject to payment the relevant fee according to the Tariff.

(2) The Customer is allowed to change multiply the PIN with new combinations of digits via any ATM connected to the system of the national card operator Borica – Bankservice AD.

VIII. RETAINING THE CARD IN AN ATM, LOSS, THEFT, ILLEGAL TAKING AWAY, DAMAGE.

Art. 24. (1) In case of retention of the card in the ATM the Customer (the Cardholder) must promptly notify the Bank.

Provided that the ATM is owned by the Bank and provided that the Bank is unable to return the card to the Customer, the Bank shall issue a new card to the same card account.

(2) Provided that the ATM is owned by another bank, the Customer must declare to the Bank his/her wish:

1. To be issued a new card to a new card account;
2. To be issued a new card to the same card account; or
3. Other

(3) The Bank shall, within 15 business days, issue a new card to the same card account. The issuance of the new payment card shall be for account holder's expenses.

Art. 25. In case of loss, illegal taking away, destruction, damage or use in any other illegal manner of the card's plastics, the Customer shall notify the Bank immediately.

Art. 26 (1) In case of loss, theft, taking away otherwise, destruction, blocking, falsification or unlawful use of the card, as well as if PIN becomes known to a third person, the Customer shall notify the Bank immediately after he/she becomes aware of such circumstances in writing or by calling +359 2 980 00 87 within the working hours of the Bank or +359 2 902600 Borica AD – in the non-working hours of the Bank. The notification to BORICA shall contain the personal data of the Customer/ the Cardholder and the number of the card.

(2) If the Customer is not able to use his card. The Bank shall issue a new card.

IX. BLOCKING OF THE CARD.

Art. 27. (1) The Bank shall block the payment card in the following cases:

- Upon receipt of a notice by the Customer, by a person authorized by the Customer or by another third person as regards the cases mentioned in Section VIII;
- Upon distraint /or any other restriction/compulsory measure imposed on the Customer's account to which the card is issued.

(2) The Bank is entitled to block the card for the following objective reasons:

- The card's security;
- If there are doubts for unlawful use of the card;
- If the card is used for the purpose of deception;
- If a distraint or any other restriction measure is imposed on the accounts of the Holder/ the Customer – the Cardholder.

(3) In the cases of para. 2 if possible prior to blocking or latest immediately after that, the Bank shall inform the Customer that the card is blocked and the reasons about that unless communicating such information is not allowed for security reasons or in order to comply with the statutory requirements preventing the provision of such information to the Customer.

(4) The Bank shall activate automatically any blocked cards provided that the reasons for such blocking drop out.

(5) If the Customer fails to perform the obligations provided herein, the Bank is entitled to deactivate the card at any time as well as to refuse re-issuance or replacement of the card.

X. RESPONSIBILITIES.

Art. 28. (1) The Customer is responsible for all obligations arising from the use of the card and is liable for any damages caused by incorrectly use of the card.

(2) In case of failure to perform his/her obligations to the Bank as regards the use of the card, the Customer may not make objections based on his/her relations with third persons – merchants and suppliers of communal services.

Art. 29. (1) The Customer shall notify in writing the Bank about any unauthorized or incorrectly performed transactions without unreasonable delay after he/she has become aware of such unauthorized or incorrectly performed transaction. It is considered that the Customer has become aware of any unauthorized or incorrectly performed transaction latest upon receipt of the Bank statement for movement on the account and if using technical communication means - upon receipt of an e-statement however not later than 13 months after the date of debiting the relevant account.

(2) The Bank is not liable for any performed payment operations, claimed by the Customer as unauthorized or incorrectly performed, if the Bank has not received notification in due time.

Art. 30. (1) In case of an unauthorized transaction, the Bank shall refund to the Customer the amount of the unauthorized transaction and if necessary it shall restore the Customer's account in the status in which it should have been prior to performance of the transaction, within 21 days after receipt of the notification under art. 26.

(2) The provision of para. 1 will not apply and the Customer shall suffer all losses connected with all unauthorized transactions arising from the use of a lost, stolen or illegally obtained card according to art. 58, para. 1 of the Law on Payment Services and Payment Systems, if the Customer has failed to keep safe the personalized protection features of the card.

(3) The Customer shall suffer all losses, regardless of their size, connected with unauthorized transactions if the Customer has caused them by fraud or by failure to perform one or more of its obligations under the Contract or these General Terms and Conditions deliberately or through gross negligence.

(4) Following the notification as provided by art. 26, the Customer will not suffer any property damages arising from the use of a stolen, lost or illegally acquired card except the cases when the Customer has acted fraudulently.

Art. 31. The Bank will be liable for any failure to perform or incorrectly performed transaction unless it proves that the payment services provider of the recipient has duly received the amount of the transaction. In such case the Bank shall promptly recover the amount of the transaction and, if applicable, it shall restore the account in the condition in which it was before the transaction was performed. At the Customer's request, the Bank shall undertake actions within the due diligence to follow up the transaction and shall notify the Customer about the result.



Art. 32. (1) The Bank shall be liable for the collected fees and commissions and accrued interests as a result of failure to perform or incorrectly performed transactions within the Bank's responsibility.

(2) The Customer is entitled to compensation in the full amount of the suffered damages according to the Bulgarian law.

Art. 33. The Customer shall pay a fee according to the Tariff if the notification is found unreasonable.

Art. 34. The liability hereunder shall not apply in case of extraordinary or unforeseen circumstances beyond the control of the party referring to the existence of such circumstances, the consequences of which would occur regardless of the efforts made for their prevention, as well as if the Bank has acted in compliance with its statutory obligations under the Bulgarian law or the law of the European Union.

Art. 35. (1) The Bank is not liable in case of unreasonable refusal of any third parties to accept transaction with the Bank's card or if any payment initiated by the Customer may not be performed with the card due to technical, communication or other reasons beyond the Bank's control.

(2) If the Customer disputes any payments of amounts due for utility services via ATM, the Bank shall provide to the Customer the required payment data if such payment is made. The Bank is not liable for any wrong entry of a subscription number of the beneficiary (of the relevant provider of utility services) upon paying such obligations.

(3) The Bank is not a party in the relations between the Customer and merchants, including providers of utility services, upon carrying out transactions with the card and will not be responsible for the quality of the goods and/ or services offered by the merchants, as well as for possible disputes having occurred between the Merchant and the Customer on this occasion.

Art. 36. The Bank is not liable if any notification sent by a third person for destruction, loss, theft, falsification or illegal use of the card otherwise, is untrue, and the Bank has taken the proper measures to protect the Customer by refusing authorization of transactions via that card.

XI. AMENDMENTS OF THE CONTRACT AND THE GENERAL TERMS AND CONDITIONS.

Art. 37 (1) The Bank shall notify Customers about any forthcoming amendments in the Framework Contract, these General Terms and Conditions and the Conditions with regard to the provided payment services at least two months prior to the date when the changes will become effective, by notices at the places designated for that purpose in the Bank's offices, as well as by publication of the amendments on the website of the Bank. At request, the Customer may obtain the forthcoming amendments in a printed form from the Bank's offices.

(2) Provided that the Customer disagrees with the amendments in the documents, he/she is entitled to terminate the contract immediately before the date on which these amendments will become effective.

(3) If the Customer informs the Bank that he/ she disagrees with the amendments, such notice shall be considered a notice for contract termination prior to the date the amendments become effective and the Customer shall not be liable for any expenses and compensations related to such termination.

(4) Any amendments in the Contract, these General Terms and Conditions and the General Terms and Conditions concerning the Provision of Payment Services on Payment Account, other than the envisaged, shall apply without preliminary notice and the Bank shall notify the Customers by publishing the amendments at least two months before they become effective on the website of the Bank and in the Bank's offices at visible places.

(5) When the Bank expands the scope of services, which are accessible with the card, it is considered that the Customer agrees with that when, if applicable, he/she submits a request for the relevant service in the Bank's office or by technical communication means or when he uses the new service for the first time and in this case the term of two months shall not apply.

Art. 38. The contract is considered executed when signed by the Customer and by an authorized employee of the Bank. The contract shall become effective when signed by both parties.

Art. 39 (1) The contract shall be valid for the period of validity of the card, including if the card is re-issued within the term of validity as provided herein.

(2) Upon expiry of the term under para. 1 a new card is issued and the contract validity is renewed automatically for a new period equal to the period of

validity of the new card provided that neither party terminates it by any manner specified in these General Terms and Conditions.

(3) The Card shall not be re-issued if latest by the 1st day of the month in which its validity expires, the Customer submits a request in writing for Contract termination.

Art. 40. The Contract shall be terminated:

1. By the Customer:

- Upon expiry of the term of validity of the card and a written notice for Contract termination submitted by the Customer.

- By advance notice of 3 (three) business days.

2. By the Bank:

- by two-month advance notice in writing;

- without advance notice – provided that the Customer breaches the conditions of the Framework Contract and the General Terms and Conditions;

- without advance notice, provided that the Bank is notified that the Customer and his/ her spouse on the basis of a marital contract have agreed on joint disposition of the current account to which the card is issued.

- Without advance notice if this is required in order to comply with the national law

3. In case of death of the Customer or provided that he/she is put under judicial disability - from the date of submission and registration in the Bank of a notice in writing by the heirs, respectively by the testamentary guides or trustees. In case of death of the Customer, the heirs shall return the card to the Bank and it shall be destroyed.

4. In other cases provided by the law or in the internal regulations of the Bank.

Art. 41 (1) By termination of this Contract, the Customer's right to use the card, as well as any additional cards, shall be terminated (the card is deactivated) and the Customer shall return the cards issued on the basis of this Contract, and all receivables of the Bank under the Contract, if any, shall become due and payable.

(2) The account to which the cards are issued may be closed after Contract termination, however not prior to posting all transactions made with the card, return of the card or paying the relevant fee for failure to return it, as well as any other fees and amounts due with regard to the use of the Card.

(3) The Customer shall be liable for any operations made before Contract termination and the obligations arising therefrom.

XII. REMEDIES.

Art. 42. (1) The Bank shall consider all objections and disagreements raised by the Customer or his/ her authorized representatives with regard to the provision of payment services and shall notify him/ her about its decision after the relevant investigation is carried out.

(2) If the Bank fails to appear in reasonable term or its decision doesn't satisfy the Customer, the latter may refer the dispute to the Arbitration Commission for payment disputes to the Consumer Protection Commission.

Art. 43. The relevant Bulgarian banking and general law shall apply to this Contract and these General Terms and Conditions. Any disputes with regard to their interpretation and application shall be solved finally by the competent Bulgarian court.

FINAL PROVISIONS

1. The General Terms and Condition are binding for the Bank's Customers. They represent an integral part to the executed Framework Contract between the Bank and the Customer for provision of payment services.

2. These General Terms and Conditions have been approved by the Board of Directors of T.C. ZIRAAT BANKASI – SOFIA BRANCH and become effective as of 02.08.2010.

SIGNATURE OF THE CUSTOMER ATTESTING THAT HE IS AWARE OF THE GENERAL TERMS AND CONDITIONS:

Date