

**GENERAL TERMS AND CONDITIONS FOR PROVISION OF PAYMENT SERVICES UNDER PAYMENT ACCOUNTS, SUBJECT OF FRAMEWORK CONTRACTS**

These General Terms and Conditions aim at regulating the rights and obligations between “T.C. ZIRAAT BANKASI – SOFIA BRANCH” in its capacity of payment service provider, hereinafter referred to as “the Bank”, and the Payment service user, hereinafter referred to as “the Customer” in the meaning of the Payment Services and Payment Systems Act (SG, No. 3 of 2009), which arise between the customers and the Bank in connection with the opening and keeping of payment accounts, subject to a Framework Contract. The General Terms and Conditions shall be mandatory for the customers and shall be an integral part of the concluded framework contracts for payment accounts.

“T.C. ZIRAAT BANKASI” A.Ş. with a seat in Ankara, Turkey, performs banking operations in the territory of the Republic of Bulgaria through “T.C. ZIRAAT BANKASI – SOFIA BRANCH” on the grounds of an Authorisation issued by the Bulgarian National Bank, updated with Order No. RD-22-2274 of 16 November 2009 by the BNB’s Governor, in accordance with the Credit Institutions Act.

“T.C. ZIRAAT BANKASI – SOFIA BRANCH” (the Bank) is registered in the Commercial Register with the Registry Agency, UIC: 121704731, with a seat and management address of the Branch of the Bank in the Republic of Bulgaria at Sofia, 19, “Sv. Nedelya”, BIC/SWIFT TCZBBSGF. The competent authority responsible for the supervision of the Bank in its capacity of a payment service provider is the Bulgarian National Bank (BNB).

The Bank’s working hours for customers between 9.00 h and 16.30 h on the business days for the Bank.

**I. OPENING OF PAYMENT ACCOUNTS.**

1. The Bank shall open payment accounts to customers following the submission of an application for opening of an account using a template of the Bank accompanied by the following documents and information:

**1.1. For legal entities:**

- Uniform identification code or certificate of registration under BULSTAT (if the entity is registered in the Commercial Register);

- Excerpt from the articles of association of the entity, which wishes to open the account, for the purpose of verifying the powers of disposal with its property, or a copy of the statutory or administrative document by the virtue of which the entity has been established;

- An up-to-date registration certificate of the person which opens the account, where the persons managing and representing the account holder are specified and their personal information according to their identity documents is provided;

- Power of attorney, if any, with which the person (persons) managing and representing the account holder authorise another person / other persons to dispose of the money in the account on behalf of the account holder; the signature of the authorising person shall be affixed in the presence of an official authorised by the Bank or shall be notarised;

- Personal information according to an identity document and specimen of the signature of the persons who have the right to dispose of the money on the account; the signatures of such persons shall be affixed in the presence of an official authorised by the Bank or shall be notarised.

- Declaration of the actual owner under Article 6, paragraph 2 of the Measures against Money Laundering Act, in the cases where such declaration is required under the applicable legislation;

- In the events where the activity of the customer is subject to licensing, authorisation or registration in accordance with procedures laid down in a law, a copy of the corresponding licence, authorisation or certificate shall be also submitted to the Bank.

- The Bank reserves the right to require additional documents if it deems necessary.

- Documents prepared in a foreign language shall be accompanied by a legalised translation into the Bulgarian language.

- If at the time of registration the customer fails to provide all documents required, the Bank shall open an account, but shall not authorise transactions in it until all documents are submitted within 30 days as of the date on which the account has been opened. If the documents are not submitted within this deadline, the account shall be closed unilaterally by the Bank.

**1.2. For natural persons:**

- Personal information of the account holder according to an identity document;

- Power of attorney, if any, with which the account holder authorises another person / other persons to dispose of the money in the account; the signature of the authorising person shall be affixed in the presence of an official authorised by the Bank or shall be notarised;

- Personal information according to an identity document and signatures of the persons who have the right to dispose of the money on the account; the signatures of such persons shall be affixed in the presence of an official authorised by the payment service provider or shall be notarised.

2. The Bank shall process the personal data of the Customer in accordance with the provisions of the Personal Data Protection Act; it shall be entitled to process such data without the customer’s consent in cases of prevention and detection of fraud related to payment services.

3. The Bank shall provide an opportunity for opening of an account in favour of a third party. In this case the framework contract shall be signed by the person opening the account, and the third party shall be entitled at a later stage to assume the obligations under the contract by confirming its acceptance in front of the Bank, or terminate the contract.

4. The Bank shall be entitled to refuse registration to a customer or opening an account without stating the reasons for this.

5. In the event of changes in the data provided at the time of opening of the account, the Customer shall be obliged to inform the Bank in writing immediately after the changes in these data have occurred and to submit to the Bank copies of the documents, verifying the changed circumstances, true copy signed by the representative of the customer.

6. Any changes in the documents submitted to the Bank and/or the circumstances and/or acts declared, as well as in the persons who have the right to dispose of the Customer’s funds, shall be valid for the Bank from the moment in which it has been notified in writing of the change, regardless of whether the changes have been entered in a public register.

7. At the time of opening a payment account the Bank shall designate for it a unique identifier – International Bank Account Number (IBAN), which is a sequence of 22 letters and numbers in accordance with the requirements specified in an Ordinance of the BNB. The number of the account shall be specified in the Framework Contract, concluded with the Customer, as well as in the information card given by the Bank to the Customer. In each payment order the Customer shall be obliged to provide the unique identifier (IBAN) of the payment account. In the event of incoming transfers, if there is a discrepancy between the name/designation of the payee and the International Bank Account Number, the Bank shall debit the account corresponding to the IBAN stated.

**II. PAYMENT SERVICES.**

1. The Bank shall provide to its customers, under payment accounts opened with it, the following payment services:

1.1. Depositing cash into a payment account

1.2. Cash withdrawal from a payment account

1.3. Execution of payment transactions:

1.3.1. Direct debits in BGN, including one-time direct debits in BGN;

1.3.2. Credit transfers in BGN;

1.3.3. Successive credit transfers in BGN;

1.3.4. Credit transfers in foreign currencies.

**III. FORM AND PROCEDURE FOR GIVING AND WITHDRAWING CONSENT FOR THE EXECUTION OF A PAYMENT TRANSACTION.**

1. Transfers or payments out of a customer payment account shall be executed only based on an order by or preliminary consent by the account holder up to the amount and under the conditions agreed with him/her in the individual Framework Contract. An exception from this rule shall be made for the cases of execution proceedings in accordance with the procedure stipulated in law (distrain upon accounts and other cases), where the Bank is obliged to execute officially payment orders to the corresponding state or private authority which has imposed the execution proceedings.

2. The Customer shall give consent for the execution of a payment transaction via standard payment order forms, signed by him/her or a person duly authorised by him/her and deposited with the Bank on paper or electronically.

3.1. The order or consent by the payer for execution of a payment transaction may be withdrawn at any time, but no later than the point in time in which the payment transaction has become irrevocable, i.e. after the receipt of the payment order at the Bank.





