

**GENERAL CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES  
ON A PAYMENT ACCOUNT,**

These General Terms and Conditions aim to set out the rights and obligations between "TC ZIRAAT BANKASI - SOFIA BRANCH" as a payment service provider, hereinafter referred to as „the Bank" and the Payment Service User, hereinafter referred to as "the Client" within the meaning of the Payment Services and Payment Systems Act (SG - 23/2009) arising between clients and the Bank in connection with the opening and keeping of payment accounts subject to a Framework Contract. The general terms and conditions are binding on customers and form an integral part of the framework contracts concluded for payment accounts.

TC ZIRAAT BANKASI A.S., headquartered in Ankara, Turkey, carries out banking activities on the territory of the Republic of Bulgaria through

"TC ZIRAAT BANKASI - SOFIA BRANCH" on the basis of a License issued by the Bulgarian National Bank, updated by Order No. RD22- 2274/November 16, 2009 of the Governor of BNB, in accordance with the Law on Credit Institutions.

"TC ZIRAAT BANKASI - SOFIA BRANCH" /The Bank/is registered in the Commercial Register of the Registry Agency, UIC: 121704731, registered office of the Bank's branch in the Republic of Bulgaria - Sofia, Tsar Samuil № 87, BIC/SWIFT TCZBBGSF. The competent authority responsible for the supervision of the Bank as a payment service provider is the Bulgarian National Bank (BNB).

The working hours of the Bank with clients on Bank are from 9.15 to 17.00.

**I. OPENING OF PAYMENT ACCOUNTS.**

1. The Bank shall open payment accounts of Clients upon submission of an account opening request according to the Bank's template together with the following documents and information:

**1.1.** For legal persons:

- unique Identification Code (UIC) or BULSTAT registration certificate (if the person is not registered in the Commercial Register);
- an extract from the acts of incorporation of the person opening the account establishing the powers to dispose of his assets or a copy of the statutory or administrative act by which it is established;
- an up-to-date registration certificate of the person opening the account certifying the persons who manage and represent the holder and their personal data on an identity document.
- power of attorney, if any, by which the person (s) who manage (s) and represent (s) the holder authorise (s) another person (s) to dispose of the money in the account on behalf of the holder; the signature of the authorising officer must be affixed in the presence of an authorised officer of the Bank or notarised;
- personal data on an identity document and a specimen of the signatures of the persons entitled to dispose of the money in the account; the signatures of these persons must be affixed in the presence of an authorized officer of the Bank or notarized.
- Declaration of the actual owner pursuant to Article 6, Paragraph 2 of the Measures Against Money Laundering Act, in cases where it is required under the applicable legislation;
- In cases where the activity of the client is subject to licensing, authorization or registration in accordance with the procedure laid down by law, a copy of the relevant license, permit or certificate shall also be submitted to the Bank.
- The Bank reserves the right to request additional documents at its discretion.
- Documents in a foreign language should be accompanied by a legalized translation into Bulgarian.
- If upon registration the client does not submit all the required documents, the Bank shall open an account but shall not allow operations on it until all documents have been submitted within 30 days from the date of opening the account. If the documents are not submitted within this period, the account shall be closed unilaterally by the Bank.

**1.2.** For physical persons:

- personal data of the account holder in accordance with an identity document;
- power of attorney, if any, by which the holder authorizes another person (s) to dispose of the money in the account; the signature of the authorizing officer must be affixed in the presence of an authorized officer of the Bank or notarized;
- personal data in accordance with an identity document and a specimen of the signatures of the persons entitled to dispose of the money in the account; the signatures of these persons must be affixed in the presence of an authorized officer of the payment services provided or notarized.

2. The Bank processes the Client's personal data in compliance with the Personal Data Protection Act and has the right to carry out the processing without its consent in the event of prevention and detection of fraud related to payment services.

3. The Bank allows an account to be opened for the benefit of a third party, in which case the framework contract shall be signed by the person opening the account and the third party shall be able at a later time to assume the obligations under the contract by confirming acceptance to the Bank or terminating it.

4. The Bank shall be entitled to refuse customer registration or account opening without giving reasons for its refusal.

5. In the event of a change in the data presented at the opening of the account, the Client is obliged to notify the Bank in writing immediately after the occurrence of the changes in these data and to provide the Bank, certified by the signature of the client's representative, with copies of the documents certifying the changed circumstances.

6. By accepting these General Terms and Conditions, the Client undertakes to assist the Bank in the event of a need to clarify its banking operations or amounts received in its accounts, as well as to provide the Bank with additional information and/or documents that may be requested by it in connection with the fulfilment of its obligations under the Measures Against Money Laundering Act, the Measures Against Terrorist Financing Act and international law in this area, and in the event of a breach of Client's obligations under this Article and/or by decision of a competent authority, the Bank reserves the right to unilaterally terminate its relationship with the Client.

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7. The Bank has the right at any time to verify all data, information and documents provided by the Client through its legal representatives or persons authorized by them, in independent sources, as well as to request additional information and documents, including but not limited to recommendations from banks and other financial institutions and/or other information permitted under Bulgarian law. The Bank reserves the right at any time to request and the Client, through its legal representatives or persons duly authorized by them, undertakes to provide it with up-to-date data and/or additional documents and information or to confirm the validity of the data, documents and information in its possession.

8. Changes in the documents submitted to the Bank and/or in the declared circumstances and/or acts, as well as of the persons entitled to dispose of the funds of the Client, shall be valid with regard to the Bank from the moment when it is notified in writing of the change, regardless of whether the changes are entered in a public register.

9. When opening a payment account, the Bank shall designate it with a unique identifier - International Bank Account Number (IBAN), which is a sequence of 22 letters and numeric characters in accordance with the requirements set by BNB Ordinance. The account number shall be indicated in the Framework Contract concluded with the Client and in the information card that the Bank provides to the Client. For each payment order, the Client shall provide the unique identifier (IBAN) of the payment account. In the case of incoming transfers, if there is a discrepancy between the name of the recipient and the international bank account number, the Bank will validate the account corresponding to the IBAN indicated.

**II. PAYMENT SERVICES.**

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

- 1.1. Deposit of money on a payment account
- 1.2. Withdrawal of money from a payment account
- 1.3. Execution of payment operations:
  - 1.3.1. Direct debits in BGN, including one-off direct debits in BGN;
  - 1.3.2. Credit transfers in BGN;
  - 1.3.3. Periodic credit transfers in BGN.
  - 1.3.4. Foreign currency credit transfers;

**III. MANNER AND ORDER FOR GIVING AND WITHDRAWING THE CONSENT TO EXECUTE A PAYMENT OPERATION.**

1. Transfer or payment from a Client's payment account shall be made only by order or with the prior consent of the Account Holder up to the amount and under the conditions agreed by him in the individual Framework Agreement. An exception to this rule are cases of enforcement pursuant to the procedure established by law (freezing of an account or other) when the Bank is obliged to execute payment orders ex officio to the relevant public or private body which imposed the enforcement measure.

2. The client consents to the execution of a payment operation by means of standard forms of payment orders signed by him or by a person duly authorised by him, deposited with the Bank in paper form or by electronic means.

3.1. The order or consent of the payer to execute a payment operation

a operation may be withdrawn at any time but no later than the moment when the payment operation becomes irrevocable, i.e. after the receipt of the payment order at the Bank.

3.2. Where the payment operation is executed upon the initiative of or through the payee, the payer shall not cancel the payment order after it has been submitted or after having given its consent to execute the payment operation for the benefit of the payee.

3.3. In the event that the Client who is submitting a payment order wishes the payment order to be executed on a specific day or on the day following the expiry of a specified period, the Client may cancel the payment order at the latest by the end of the business day preceding the agreed day.

3.4. In the case of direct debit, the Client, in his capacity as payer, may cancel the payment order at the latest by the end of the business day preceding the agreed day for debiting his account.

3.5. After the expiry of the time limits set out in points III.3.1.- III.3.4 above, but no later than the payment of money into the account of the payee, the payment order may be cancelled only by agreement between the Client and the Bank, as in the cases referred to in III.4.4. the consent of the recipient of the funds is also required.

4. The Bank may charge a fee for cancellation of the payment order according to the Tariff of the Bank.

5. The payment order shall be withdrawn in writing.

6. In the event of a withdrawal of consent to execute a series of payment operations, all future payment operations shall be considered unauthorised.

7. The Bank may refuse to execute the payment order in the case of restrictions arising from Bulgarian legislation in force, lack of sufficient funds in the Client's account, if the Client has not submitted the legally required documents and/or transfer declarations or if the payment order has been filled illegibly.

8. The Bank shall notify the client in writing at the latest by the end of the following business day of the reasons leading to the refusal or impossibility to execute the payment order, unless there is a prohibition on providing such information. The costs incurred by the Bank to send the notification shall be borne by the Client.

**GENERAL CONDITIONS FOR THE PROVISION OF PAYMENT SERVICES  
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1. The Bank carries out payment operations on the basis of paper payment documents completed in full and legibly by the client, in accordance with BNB Guidelines, submitted directly to it by the payer or by a person duly authorized by him/her and received by an employee of the Bank. In the event that the moment of receipt is not a business day for the Bank of the payer, the payment order shall be deemed to have been received on the following business day. The provision of payment services based on remotely transmitted payment orders by a variety of technical means of remote communication shall be governed by separate contracts.
2. The Bank consents to execute transfer orders which contain all mandatory details and are completed in accordance with the requirements of the laws and regulations. Forms on which the name of another bank is already printed or written shall not be accepted. The Client shall provide the Bank with all necessary documents required under the provisions of the Currency Act, BNB Ordinance No. 27 on Balance of Payments Statistics, BNB Ordinance No. 28 regarding information collected by banks in carrying out cross-border transfers and payments, as well as the provisions of the Anti-Money Laundering and Counter-Terrorism Measures Act. The Bank is entitled to copy the submitted documents.
3. The payment documents shall be compiled by the Customer who shall be liable for the consequences of their incorrect compilation. The Bank shall be responsible for the proper execution of the payment order, in accordance with the client's order.
4. The Bank shall not monitor the subject matter of the operation from which the transfer results, unless such monitoring arises from the credit agreement with which the Bank has provided the amount to the client or any other contract to which the Bank is a party.
5. When executing transfers, the Bank does not monitor the legality of operations, unless otherwise provided by a statutory act. The Bank shall not be liable for the ordinary banking mediation of operations of its clients which have been entered into in breach of legislative ordinances.
6. The payment order may be executed only up to the amount of funds provided by the Client for the execution of the payment operation or up to the amount of the agreed credit. The Bank shall not execute partial transfers on individual payment orders. In the absence of sufficient available funds, the Bank shall not execute payment operations until funds have been deposited into the payment account.
7. Payment orders shall be executed in the chronological order of their submission to the Bank.
8. If the Client wishes the payment order to be executed on a certain day or on the day following the expiry of a certain period, the moment of receipt of the payment order shall be considered the agreed day and, if that day is not a working day for the Bank, the next working day.
9. Upon receipt of a transfer in foreign currency into an account held in a currency other than the currency of the transfer, the Bank shall ex officio convert the amount at its official rate on the day of transfer to the client's account and shall certify the account specified in the instructions of the correspondent.
10. Upon receipt of a transfer in Bulgarian leva into an account held in a currency other than BGN, the Bank shall treat the transfer as unspecified and contact the client for further instructions or return the transfer to the person ordering the transfer.
11. The Bank assigns a unique registration number to each payment document submitted for execution, which is marked on the payment document and serves to identify each payment.

**B. Deadlines for the execution of payment orders**

12. The Bank executes payment operations at the Client's order as follows:

12.1. depositing and withdrawing sums of money – within the Bank's working hours with clients. In order to withdraw amounts in BGN and foreign currency above a certain amount, a preliminary notice as specified in the Tariff of the Bank is required;

12.2. Orders for cashless payments between accounts of clients of the Bank in BGN or in foreign currency shall be executed on the same business day in accordance with the working hours of the respective bank office;

12.3. The Bank shall set a deadline for accepting payment orders for execution on the same business day as follows:

12.3.1. orders for transfers of amounts up to BGN 100.000, executed through Bisera – by 12.15

12.3.2. orders for transfers of amounts equal to or above BGN 100.000 or amounts below BGN 100.000 at the request of the client, executed through RINGS with a value date on the same working day for the payer and the payee within one hour after their receipt – by 14.30.

12.3.3. orders for foreign currency transfers executed through correspondent banks and the system of international payments

S.W.I.F.T. - by 15:00.

12.3.4. payment orders for express transfers in foreign currency shall be accepted for execution at the latest by 10.00 on the working day only with the prior consent of the Bank.

13. Payment orders received after the deadlines under item IV.12.3.1 and IV.12.3.2., and at the latest by 15.30 shall be executed on the following working day, whereupon the account of the payer shall be bound by a value date as the date of receipt of the order.

14. When executing transfers, the Bank shall ensure that the payment account of the payee's payment service provider is credited with the amount of the payment operation as follows:

14.1. For operations in BGN through BISERA - at the latest by the end of the working day following the date of receipt of the

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payment order;

**14.2.** For operations in BGN through RINGS – the same working day on which the payment order was received;

**14.3.** For cross-border payment operations in Euro within the EEA, within two working days following the date of receipt of the payment order.

**14.4.** For payment operations in another currency within the European Community, no later than 4 working days from the date of receipt of the payment order.

**15.** Upon receipt of transfers, the Bank shall validate the account of the payee with a value date no later than the working day on which its account is validated with the amount of the payment operation.

**16.** The bank shall debit the payer's payment account with a value date no earlier than the moment when the payment account debits the amount of the payment operation.

**V. FEES, COMMISSIONS, INTEREST AND EXCHANGE RATES.**

**1.** For the opening, maintenance and servicing of a payment account, as well as for the payment operations carried out by the Bank, the Client shall pay fees and commissions, defined by type and value in the Tariff of the Bank, effective on the date of collection of fees and commissions, respectively on the date of execution of the operation in respect of which they are due.

**2.1.** By signing a framework contract for the provision of payment services on a payment account, the Client gives its unconditional and irrevocable consent for the ex officio collection of the same.

**2.2.** The Client undertakes to provide the necessary funds for carrying out the ordered operations, the fees and commissions due upon them, as well as a fee for maintaining and servicing the account.

**3.** The Bank shall charge interest on the funds on the payment accounts opened with it, to the amount specified in the interest rate bulletin of the Bank, annex to the Tariff.

**4.** Payment accounts subject to a framework contract shall be remunerated with interest on an annual basis. The interest shall be calculated upon the funds available in the account for each interest day on a 30/360 basis and shall be paid at the end of the calendar year or upon closure of the account.

**5.** When determining the interest rates on payment accounts in BGN, the level of the basic interest rate set by BNB, the levels of demand and supply of free money and the efficiency criteria of the Bank's interest policy shall be taken into account. When setting interest rates on payment accounts in foreign currency, international market conditions shall be taken into account, as well as foreign currency demand and supply on the domestic market.

**6.** The Bank shall ex officio charge and collect tax on interest income on a payment account of a foreign Client.

**7.** The exchange rates (reference exchange rate) applied by the Bank for the execution of payment services valid for the relevant day of the operation shall be made available to clients in the bank offices.

**VI. COMMUNICATION AND PROVISION OF INFORMATION**

**1.** The framework contract for opening and servicing a payment account and executing operations on this account shall be entered into in the Bulgarian language and communication between the parties related to it is carried out in Bulgarian. Exceptionally and if explicitly agreed in the Customer's individual Framework Contract, the Bank can accept instructions for executing transfers in English/ Turkish.

**2.** Communication between the Bank and the Client shall take place in person or by post, in paper form.

**3.** The form and method of notification to the Bank on the part of the Client must be in writing bearing the original signature of the Account Holder or the persons authorized to dispose of it. All notices and instructions shall be deposited in the office of the Bank in person or through a duly authorized person after verification of the identity of the bearer by an employee of the Bank.

**4.** The Bank will also accept the exchange of information with the user electronically in compliance with the requirements of the Law on Electronic Document and Electronic Signature.

**5.** The Bank shall prepare a statement of a payment account containing information on the availability and operations carried out on the payment account for each day on which there is movement thereon. No account statement shall be issued for a period during which there are not operations.

**6.** The account report and other documents related to the individual payment services offered shall be submitted personally to the user (the account holder) or to a person authorized by him, with confirmation of a signature in the Bank's office. The power of attorney of person authorising him/her to receive the statements and other bank documents relating to the payment services provided may be notarized or on a special letterhead of the Bank, signed by the account holder before a responsible bank employee.

**7.** The Bank may also provide a report from the Client's account by post in return for additional payment of postage. When entering into the Framework Agreement, the Client expressly states the manner in which he/she would like the Bank to provide it with this information.

**8.** The Client shall have the right at any time during the validity of the framework contract for opening and servicing a payment account and performing payment services upon this account, to receive upon request these General Terms and Conditions and to download them from the Bank's website, current at the date of their provision/downloading.

**VII. PROTECTIVE MEASURES**

**1.** The Bank shall be responsible for the proper execution of payment operations in accordance with the Client's orders.

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2. The Bank shall not be liable for any executed payment operations, if the Client has incorrectly submitted the payment details or if the IBAN identifier is incorrect. In the event that the payment order has been executed in accordance with the unique identifier specified by the Client, the order shall be deemed to have been executed accurately in relation to the payee specified by the unique identifier.
3. In the event of a failure to execute or the inaccurate execution of a client payment order by the Bank, the latter shall be liable under Chapter Four, Section V of the Payment Services and Payment Services Act.
4. In order to correct errors caused by non-execution or inaccurate execution of payment orders by the Bank, the Bank shall execute an official corrective transfer pursuant to Chapter Three, Section I of Ordinance No. 3 of the BNB.
5. When executing an official corrective transfer, the Bank does not collect fees and commissions from the Client.
6. The Bank shall not be liable for any non-execution or delay in a payment operation in the event of exceptional, unforeseen and unavoidable circumstances or any action taken by the Bank with a view to complying with the regulatory requirements for the prevention of money laundering and terrorist financing.
7. The amounts available in the client's accounts in the Bank are guaranteed up to the amount and under the conditions stipulated in the Bank Deposit Guarantee Act.

**VIII. CHANGES TO THE FRAMEWORK CONTRACT.**

1. The Bank shall be entitled to unilaterally change these Terms and Conditions, Tariff and Interest Rates, with regard to which it shall inform the Client in accessible locations in the Bank's offices or on the Bank's website at least 2 (two) months before the changes take effect.
2. In cases when changes in interest rates and/or exchange rates applied by the Bank are based on a reference interest rate or a reference exchange rate, such changes may be applied immediately and without the prior notice of the Client.
3. The Client is deemed to have accepted the changes to the terms of the framework contract, unless the Client notifies the Bank that it does not accept these changes before the date on which the changes take effect.
4. The notification referred to in VIII.2. must be provided to the Bank in accordance with Art. VI.2, VI.3. and VI.4. In such cases, the Client shall be entitled to terminate the Framework Contract immediately prior to the date on which the changes take effect without due compensation for the termination of the Framework Contract.

**IX. TERMINATION OF THE FRAMEWORK CONTRACT.**

1. The framework contract shall be terminated and the payment account shall be closed in the following cases:
  - 1.1. by mutual consent of the parties.
  - 1.2. after the expiry of the period for which the account is opened, if such period is agreed in the Framework Agreement.
  - 1.3. at the request of the client
    - in the cases referred to in art. VIII.3.;
    - with written notice with a period of notice not exceeding one month in the event that the Client has no obligations to the Bank at the date of expiry of the notice;
  - 1.4. at the request of the Bank
    - without notice in the event of any default by the Client of these General Terms and Conditions or of the terms of the framework contract.
    - by written notice with a period of notice of at least two months.
2. Upon refusal or non-submission by the Client within 30 (thirty) days of a request by the Bank to update and/or confirm the validity of the data and information referred to in Art. I, item 7, the Bank shall be entitled to freeze all the Client's bank accounts and not to carry out payment operations thereon for a period of up to 3 months. No payment operations shall be made upon the accounts frozen pursuant to this Article. No outgoing and incoming payments shall be executed with the exception of outgoing transfers for repayment of Client's obligations to the Bank, with regard to which the Client gives its explicit consent by accepting these General Terms and Conditions. The freeze shall be lifted upon submission of the update/confirmation of the correctness of the data and information as requested by the Bank or at the initiative of the Bank.
3. In the event that the Client does not update /confirm the validity of the data and information requested by the Bank pursuant to para.1, and prior to the expiration of the 3-month period referred to in para.2, the Bank shall be entitled unilaterally and without notice to terminate its business relationship with the Client. In this case, the Bank terminates the framework contract for the provision of payment services with the Client and officially closes all bank accounts of the Client.

**X. LEGAL PROTECTION ORDER.**

1. Any and all issues not settled in these General Terms and Conditions and in the framework contract shall be governed by the provisions of the effective Bulgarian legislation.
2. Disputes arising from the application of the General Terms and Conditions and the Payment Account Framework Agreement shall be resolved through negotiations between the Bank and the Client.
3. Where no agreement can be reached between the Bank and the Client, the dispute shall be referred to the Conciliation Commission for Payment Disputes of the Consumer Protection Commission or the competent Bulgarian court.

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## DEFINITIONS

1. For the purposes of the *Payment Services and Payment Systems Act (PSPSA)* and *BNB Ordinance 3 on the Terms and Conditions for Execution of Payment Operations and Use of Payment Instruments*, the following definitions/definitions/ general concepts are adopted:

11. **"Payment service providers"** within the meaning of the PSPSA are banks within the meaning of the Credit Institutions Act which are entitled to provide payment services.

12. **"Payment service user"** means a natural or legal person who benefits from a payment service in his or her capacity as payer or payee, or in both.

13. **"Payment services"** means:

1. services related to the depositing of cash on a payment account as well as related payment account servicing operations;  
2. services related to withdrawing cash from a payment account as well as related payment account servicing operations;  
3. execution of payment operations, including the transfer of funds to a payment account of the user with the payment service provider or with another payment service provider:

a) execution of direct debits, including single direct debits;

b) execution of payment operations by means of payment cards or similar instruments;

c) execution of credit transfers, including periodic transfer orders;

4. execution of payment operations where the funds are part of a credit granted to the payment service user:

a) execution of direct debits, including one-off direct debits;

b) execution of payment operations by means of payment cards or similar instruments;

c) execution of credit transfers, including periodic transfer orders;

5. execution of cash transfers;

14. **"Recipient"** means a natural or legal person designated as the final recipient of funds that are the subject of a payment operation.

15. **"User"** means a natural person, a payment service user, who, in the case of payment service contracts, performs an activity other than his commercial or professional activity.

16. **"Payer"** is a natural or legal person who holds a payment account and orders the execution of a payment order on that account, or, in the absence of a payment account, a natural or legal person who issues a payment order.

17. **"Payment account"** means an account held in the name of one or more payment service users used to execute payment operations.

18. **"Payment operation"** means an action taken by the payer or by the payee to deposit, transfer or withdraw cash, irrespective of the principal relationship between the payer and the payee.

19. **"Payment order"** means any order from the payer or payee to the payment service provider ordering the execution of a payment operation.

110. **"Business Day"** means the day on which the payer's payment service provider or the payee's payment service provider involved in the execution of the payment operation carries out an activity necessary for the execution of the payment operation.

111. **"Registration number"** means a pre-disclosed dataset or unique number assigned by the payment service provider that allows the payment operation to be uniquely identified.

112. **"Unique identifier"** means a combination of letters, numbers or symbols communicated by the payment service provider to the payment service user which must be provided by the payment service user when executing a payment operation in order to be able to identify the other payment service user and/or his payment account unambiguously.

113. **"Real-time Interbank Gross Settlement System - RINGS"** means a payment system that transfers money between settlement accounts of participants on a final, individual basis (operation by operation) and in real time upon receipt by the transfer order system. Settlement in RINGS is carried out in Bulgarian levs.

## FINAL PROVISIONS

1. The General Terms and Conditions are mandatory for the Bank's Clients. They form an integral part of the Framework Contract between the Bank and the Client for the provision of payment services.

2. These General Terms and Conditions have been adopted by the Managers of TC ZIRAAT BANKASI - SOFIA BRANCH and shall enter into force from 01.04.2021.

SIGNATURE OF THE CLIENT CONFIRMING THAT HE/SHE HAS BEEN INFORMED OF THE GENERAL TERMS AND CONDITIONS:

\_\_\_\_\_

Date \_\_\_\_\_