



GENERAL TERMS AND CONDITIONS FOR THE PROVISION of SINGLE PAYMENT SERVICES

These General Terms and Conditions 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) in connection with the provision of single payment services.

1. Single payment operations within the meaning of these General Terms and Conditions are:

1.1. operations which are not executed on the basis of a framework contract between the Bank and the Client (payer/payee).

1.2. depositing and withdrawing amounts into a deposit or escrow account.

1.3. credit transfers from a deposit or escrow account on maturity or on account closure.

1.4. single credit transfers from other types of accounts made under the conditions agreed upon at the opening of the account (escrow account).

1.5. depositing or withdrawing cash, transferring money that is not executed through an open bank account with the bank (cash transfers).

2. single payment operations shall be executed on the basis of paper payment documents completed in full and legibly by the client, in accordance with the requirements of the laws and regulations addressed to the Bank and received by an official of the Bank. Forms on which the name of another bank is already printed or written shall not be accepted.

3. In order to ensure the correct execution of the single payment operation, the Client shall provide the Bank with a unique identifier, an International Bank Account Number (IBAN) or another unique account identifier of the payee (if the payment service provider does not use IBAN as the applicable bank account designation standard) by completing them in the payment order. A unique identifier can be the user's PIN, PNF, UIC/ BULSTAT in the case of ordering or receiving a cash money transfer.

4. When making cross-border transfers in foreign currency, where the payee does not have an account opened with the other payment service provider, the Ordering Client shall provide additional identification details about the payee - date of birth, personal identification document number, etc.

5. The Bank shall execute ordered/received cash transfers only after identification of the payer/recipient of the funds, in accordance with the requirements of the Measures against Money Laundering and the Fight against Terrorism Act and the provision of all necessary documents under the provisions of the legislation in force. The Bank is entitled to copy the submitted documents.

6. The Bank processes the personal data of the Client in compliance with the requirements of the Personal Data Protection Act, and for the purposes of the prevention, investigation and detection of fraud related to payment services, the processing may be carried out without the consent of the person to whom the data relate.

7. 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.

8. The Bank has the right at any time to verify all the 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.

9. 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. 1, 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 the repayment of the 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.

10. In the event that the Client does not update /confirm the validity of the data and information requested by the Bank pursuant to Paragraph 1, and prior to the expiration of the 3-month period referred to in Paragraph 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.

11. The Bank shall not be liable for any losses incurred by the Client as a result of the submitting to the Bank of incorrect IBAN information and/or payment account number or PIN/PNF/ UIC/BULSTAT (in case of cash transfers). The Bank shall be responsible for the proper execution of the payment order, in accordance with the client's order.

12. When the currency provided for the execution of a single payment operation is different from that in which the Client's account is opened or where the funds provided by the Client for the execution of the payment operation are different from the currency of the operation, the Bank shall apply the exchange rates it has announced valid on the day of the operation. Information on exchange rates is available in the offices of the Bank, on the website at www.ziraatbank.bg or otherwise determined by the Bank.

13. With regard to single payment operations performed by the Bank at the order of the Client, 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.



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14. The fees and commissions payable by the user in the course of a single payment operation and the exchange rate in force to be used in the operation shall be determined in accordance with the Tariff and specified in the single payment order. The fees and commissions shall be communicated in advance by the staff member of the Bank who accepts the order to execute the payment operation.
15. The Bank consents to execute orders for cash transfers only with shared fees and commissions. In this case, the recipient of the funds may receive an amount reduced by subtraction of the commissions of intermediary banks, whose commissions are indicated separately in the transfer message and amount depending on the Tariff of the correspondent bank concerned.
16. The Bank executes payment operations at the Client's order as follows:
- 16.1. Depositing and withdrawing sums – 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;
- 16.2. 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;
- 16.3. The Bank sets a deadline for accepting payment orders for execution on the same business day as follows:
1. orders for transfers **of sums up to BGN 100.000 executed through Bisera** – up to 12.15.
 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 - up to 14.30.
 3. orders for transfers in foreign currency executed through correspondent banks and the system of international payments **S.W.I.F.T.** – by 15.00.
 4. payment orders for **express** transfers in foreign currency shall be accepted for execution at the latest by 10.00 on the business day only with the prior consent of the Bank.
- 16.4. Payment orders received after the deadlines referred to in items 12.3.1 and 12.3.2, but no later than 15.30, shall be executed on the following working day, the account of the payer being obliged by a value date on the date of receipt of the order.
17. 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:
- 17.1. For operations in BGN through BISERA - at the latest by the end of the working day following the date of receipt of the payment order;
- 17.2. For operations in BGN through RINGS – the same working day on which the payment order was received;
- 17.3. For cross-border payment operations in Euro within the EEA, within two working days following the date of receipt of the payment order.
- 17.4. 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.
18. 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.
19. In the event of receipt of a cash money transfer, the Bank shall return funds unclaimed by the payee to the payer within no more than 7 days from the date of ordering the transfer.
20. In the event of an ordered cash money transfer from the Bank, which has been returned unused by the Bank to the recipient, the Bank shall contact the originator of a contact phone provided by him to specify the transfer.
21. By accepting these General Terms and Conditions, the Customer undertakes to cooperate with the Bank in case of need to clarify the banking operations performed by him/her, as well as to provide the Bank within 1 week of requesting any additional information or documents that may be requested by in connection with the fulfilment of bank's obligations under the Measures Against Financing Terrorism Act, the Measures Against Money Laundering Act, the Rules for applying it and the international regulations in this field to which the Republic of Bulgaria is a party.
22. The Bank shall have the right not to execute, to delay or stop respectively the execution of payment orders in case of any doubt that they do not meet the requirements of the Measures Against Money Laundering Act, the Rules for applying it and the Measures Against Financing Terrorism Act, as well as in the cases where additional checks are necessary for ascertaining facts and circumstances related to the application of those legislative acts. In such cases, the Bank shall not be liable for any damages of any nature suffered by a cancelled and/or delayed payment transaction.
23. The bank reserves the right to refuse execution of a payment order when:
- 23.1. The payment order relates to a transaction involving in any way natural or legal persons, organizations, entities or countries/jurisdictions that are subject to sanctions or that are not allowed to provide financial services under resolutions of the United Nations Security Council or acts and decisions of the bodies of the European Union adopted in connection with the fight against the financing of terrorism and the prevention of the proliferation of weapons of mass destruction or in connection with the fulfilment of other objectives of the international community;
- 23.2. The payment order is in connection with a transaction involving in any way natural or legal persons, organizations, entities or countries/jurisdictions that have been sanctioned by the Office of Foreign Assets Control of the U.S. Department of Treasury (OFAC).
- 23.3. The Customer is in default of his/her contractual obligations with the Bank.
24. The Bank shall not be liable if a correspondent bank delays, refuses to execute, or blocks an amount of a payment transaction in a currency ordered by the Customer in the cases under Art. 23.1. or Art. 23.2.
25. In the event that after execution of a payment order of the Customer, it is established that it falls within the scope of those under Art. 23.1. or Art. 23.2. and the Bank suffers damages as a result of the execution of the payment order or incurs expenses in this connection, the Customer undertakes to indemnify the Bank for all damages, including any property sanctions, and/or expenses incurred.
26. The Bank shall notify the Customer by the end of the next business day at the latest on the reasons that led to the refusal or inability to execute the payment order, unless there is a prohibition on providing such information.



27. After the execution of the single payment operation, the Bank shall provide the Client with a copy of a payment document containing the following information:

- the payment operation registration number and, where necessary, information on the payer/payee and/or other information accompanying the payment operation;
- the value of the payment operation expressed in the currency in which the payment order was made or in which the funds are made available to the payee;
- the amount of all fees and commissions payable by the payer/payee in respect of the payment operation;
- where applicable, the exchange rate used by the Bank in the execution of the payment operation and the value of the payment operation after currency exchange has taken place;
- the transfer/debit date of the account of the Recipient/ Assignee.

28. The information under Article 17 may also be provided by means of a bank account statement (if the funds of the payment operation are transferred to a bank account of the payee opened with the Bank).

29. The Bank provides the information under Article 17 in the office of the Bank in which the payment operation was carried out. The information shall be provided upon request by the Client.

30. These General Terms and Conditions are prepared in accordance with the Payment Services and Payment Systems Act, approved by the Management Board of -TC ZIRAAT BANKASI – SOFIA BRANCH and enter into force on April 01, 2021.

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

TC Ziraat Bankasi - Sofia Branch