These General Terms and Conditions for Payment Services (hereinafter referred to as "GTC") shall govern the relationships between TOKUDA BANK EAD (hereinafter referred to as the "BANK"), registered in the Trade Register under Company No. (EIK): 813155318 having its seat and registered office in Sofia, 21 George Washington St., email: www.tokudabank.bg, holding a license to carry out banking activities under the supervision of the Bulgarian National Bank (BNB), and the BANK's customers, whether individuals or legal entities/sole traders. These GTC shall govern the procedure, time frames and conditions in accordance with which TOKUDA BANK EAD opens, administers and closes payment accounts in Bulgarian or foreign currency for clients, whether individuals or legal entities/sole traders, and makes payment transactions under such accounts in its capacity as a payment service provider, in accordance with the Bulgarian Payment Services and Payment Systems Act ("PSPSA"), Ordinance No. 3 on the Terms and Procedure for Opening Payment Accounts, Executing Payment Transactions and Using Payment Instruments (BNB Ordinance No. 3) and the applicable Bulgarian law.

The BANK, in its capacity as a personal data controller, processes personal data provided to the BANK, in compliance with its legal obligations and in accordance with the Bulgarian Personal Data Protection Act, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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), and the Policy on Personal Data Protection of TOKUDA BANK EAD. At the time of receipt of personal data, the BANK shall provide the data subject with information under Article 13 of the General Data Protection Regulation. Where third party's personal data is provided, the User/User's agent hereby represents that such third party/parties, being the data subject/s, has/have been notified of provision of third party's personal data to TOKUDA BANK EAD and has/have been provided with the information required by Article 14 of the General Data Protection Regulation.

The terms and acronyms used in these Payment Service GTC shall mean as follows:

BANK/PAYMENT SERVICE PROVIDER shall mean TOKUDA BANK EAD.

CLIENT/USER shall mean an individual or a legal entity or a sole trader that is the counterparty to a specific relationship subject to these GTC.

GTC shall mean these General Terms and Conditions for Payment Services ("GTC").

CUSTOMER shall be an individual user of a payment service who, in the case of a payment service agreement, carries out an activity other than his/her commercial or professional activity.

PAYMENT SERVICE shall mean any service provided by the BANK at the expense of and/or to the benefit of a CLIENT, the latter being the user of a payment service in his/her capacity as a payer or a payee.

PAYMENT TRANSACTION shall mean any action undertaken by a payer or a payee for depositing, transferring or withdrawing cash, irrespective of the main legal relationship between the payer and the payee.

PAYMENT ACCOUNT shall mean an account on the name of one or more users of payment services that is used for payment transactions.

I. GENERAL CONDITIONS FOR PROVISION OF PAYMENT SERVICES

1.1. These GTC shall govern the relationships between the BANK and its CLIENTS and shall constitute a binding and integral part of their framework agreements on opening and administering payment accounts and provision of payment services thereunder, or agreements regarding other types of payment accounts, to the extent these GTC are relevant to the specific type of a payment account and in accordance with the terms and conditions for opening, keeping and closing such account.

1.2. The BANK shall provide payment services by virtue of a Framework Agreement between the BANK and the USER pursuant to which a payment account has been opened for the purposes of payment transactions. A payment account shall be opened on the basis of an *Application Form* and upon provision of all documents required by the BANK's internal rules. These GTC and the *Information on Charges* shall be provided to the CLIENT on paper and/or shall be published on the BANK's webpage prior to the conclusion of a Framework Agreement on Payment Services ("Framework Agreement").

1.3. In case the Framework Agreement and/or other agreements and these GTC between the BANK and the User provide for conditions, other than those in these GTC, such other agreed conditions shall prevail.

1.4. The terms and definitions used in these GTC are defined in the Glossary which is made available to clients on paper in the bank offices and/or is published on the BANK's webpage.

1.5. The BANK shall apply in-depth identification of clients in accordance with the regulatory technical standards for in-depth identification of clients and the general and secure open communication standards.

II. PAYMENT ACCOUNTS

2.2. The BANK shall open and administer the following types of payments accounts of CLIENTS that are local residents or foreign individuals:

(a) **Current accounts:** used for keeping cash payable on sight, without any requirement for a prior notice from the ACCOUNT HOLDER to the BANK, and for executing payment transactions regarding depositing, transferring or withdrawing cash. On a current account in Bulgarian or foreign currency, a USER may use all types of payment services referred to in subsection (b) below. At USER's request, any current account may be used for online banking services, in accordance with the BANK's terms and conditions, for which a separate agreement shall be made. (b) **Payment account with basic features** ("PABF"): a Bulgarian currency payment account opened at the request of a USER, whether a local resident or a foreign individual, legally resident in the European Union ("EU"), including individuals with no fixed address, asylum seekers, or users who have no residence permit granted but whose expulsion is impossible for legal or factual reasons. Upon the receipt of an *Application Form* for opening a PABF, the BANK shall either open or refuse opening such account within ten (10) days, provided that all required documents are submitted in accordance with the BANK's internal rules. The BANK may refuse opening a PABF to a USER who already has a PABF at the BANK or at another bank in the country, or has more than one payment account which may be used for the services listed in Article 118(1) of the PSPSA and is kept by the BANK or another bank in the country, unless such individual has been notified that his/her account will be closed, in which case the BANK may require the USER to make a declaration for such circumstances. A USER may use a PABF for all payment services listed in Article 118(1) of the PSPSA, except the following: granting loans, including an overdraft credit, opening and keeping special deposits, and trade in financial instruments. (c) **Other types of payment accounts** administered in accordance with the applicable contractual clauses and the existing Bulgarian law.

2.3. The BANK shall open and administer the following payment accounts in Bulgarian or foreign currency for CLIENTS that are local or foreign legal entities or sole traders:

(a) **Current accounts:** in accordance with section 2.2(a) above;

(b) **Other types of payment accounts** administered in accordance with the applicable contractual clauses and the existing Bulgarian law.

III. OPENING, ADMINISTERING AND CLOSING PAYMENT ACCOUNTS

3.1. A payment account shall be opened at payment service USER's request made either in person or through USER's legal representatives, or by persons explicitly authorised thereby, upon filing a duly completed and signed written *Application Form* for opening a payment account and upon conclusion of a Framework Agreement.

3.2. In addition to the *Application Form* referred to section 3.1 above, the BANK may require additional documents or information, as the case may be, in accordance with the requirements of the existing laws and in compliance with the legally required form, in which case the BANK shall notify the USER in advance.

3.3. Any document in a foreign language that is issued and/or certified by foreign authorities must be furnished in Bulgarian in compliance with the requirements for translation, certification, confirmation/legalisation, as applicable to the relevant document, in accordance with the existing laws.

3.4. Payment accounts shall be opened and kept subject to a minimum initial deposit and a minimum daily balance required by the Interest Rate Bulletin of TOKUDA BANK EAD.

3.5. Charges and commissions charged by the BANK for payment services provided for the payment account shall be in accordance with the Tariff of Charges and Commissions of TOKUDA BANK EAD for Individuals and the Tariff of Charges and Commissions of TOKUDA BANK EAD for Legal Entities/Sole Traders (hereinafter referred to as the "BANK's Tariff"). The BANK and the CLIENT/USER may also agree on other charges or

commissions. The BANK reserves at any time the right to amend the Tariff.

3.6. Funds in the account may be disposed of by the USER in person or by USER's legal representatives, or by their named designees authorised for such purpose, in accordance with the specimens of persons having disposal rights and with the manner of their application, as attached to the CLIENT's file in the form required and constituting an integral part of the *Application Form*.

3.7. The USER may authorise a person to operate with funds in the accounts either by (a) completing at BANK's offices a Power of Attorney which must be signed by the USER and the authorised person in the presence of a BANK's authorised employee, or by (b) providing the authorised person with a notarised Power of Attorney in Bulgarian in the form required by the applicable law.

3.8. Powers of Attorney for representation before the BANK shall be valid until their express withdrawal. Withdrawal shall have effect with respect to the BANK as of the receipt by the BANK of a written notice to this effect.

3.9. In case of changes of representation, or amendments to Articles of Association or changes in the status of a legal entity that are entered into the applicable public register, such change/amendment shall be applicable to and binding upon the BANK as of the written notice to the BANK to such effect.

3.10. In case of death of an individual Client, or dissolution and/or transformation of a corporate Client, any legal consequences shall be governed by the Bulgarian laws. The Bank shall require any documents confirming the rights of the Client's legal successors (an inheritance certificate, a certificate of paid taxes, etc.).

3.11. A payment account shall be closed upon termination of the Framework Agreement on Payment Services, on the basis of which the account has been opened, in compliance with the requirements of Article 63 of the PSPSA, or upon termination of its applicability to any of the accounts and/or services which it applies to, after a written *Application Form* is submitted as per a form provided by the BANK.

A PABF shall be closed in accordance with the requirements of Article 121 of the PSPSA, after a written *Application Form* is submitted as per a form provided by the BANK.

3.12. In case the BANK may not collect in full any charges and/or commissions payable by the USER because of insufficient funds in the account, the BANK shall collect the balance in the account in full and shall satisfy its receivables to the extent of the balance available. If, following these steps, no changes or balance appear in the account for 6 (six) () consecutive months, such time frame having the legal effect and consequences of a prior notice, the BANK shall be entitled to terminate the Framework Agreement/Payment Account Additional Agreement and to close the account at its sole discretion, without any further notice to the User to this effect. The preceding sentence, in particular the time frame, shall not apply to USERS' PABFs; for PABFs the time frame shall be twenty-four (24) consecutive months.

3.13. If an attachment is imposed on the account, the BANK shall comply with the order for the account to be closed upon notifying the authority imposing such attachment, provided that the BANK has not received an order preventing closing the account, by the deadlines specified in the specific notice.

3.14. The BANK may terminate a Framework Agreement and close a payment account at its sole discretion and without giving any prior notice, in any of the following cases: (a) doubtful transactions are made by a Client, or transactions contravening BANK's policies and procedures; (b) suspicions about unauthorised use of a payment instrument or a payment account by a Client, or suspicions about a fraudulent use of a payment instrument or a payment account; (c) the BANK receives information about illegal payment transactions; (d) suspicions about money-laundering or financing terrorism actions.

In such cases the BANK may immediately terminate its relationship with the Client by giving the Client a written notice, unless disclosure of the reason for closing the account is not permitted by the applicable law.

IV. PAYMENT ACCOUNT TRANSFER

4.1. The BANK shall provide a payment account transfer service (for all types of accounts specified herein) to CUSTOMERS that are individuals, where: (a) the payment account being transferred and the payment account opened at the receiving bank are in the same currency, and (b) the receiving and transferring providers of payment services are in the Republic of Bulgaria. The BANK may be either the transferring or the receiving party regarding payment services.

4.2. Transfer of a payment account shall be a transfer at the request of a CUSTOMER from the transferring bank to the receiving bank of information about all or some standing orders, consents to direct debits, and regular incoming credit transfers made on the CUSTOMER's account in the preceding thirteen (13) months, and/or transfer of the positive balance, if any, from one payment account to another payment account, with or without closing the account from which the transfer is made.

4.3. The BANK shall start a procedure for transfer of a payment account after the CUSTOMER fills in documents using the forms provided by the BANK, whereby the CUSTOMER makes a request and gives consent to the transfer of the account and of the payments transactions related thereto. Where an account is held by two or more ACCOUNT HOLDERS, consent must be given by each of them. By the consent referred to in this section, the CUSTOMER agrees that the BANK carry out any and all actions listed in Article 112(5) or Article 112(7) of the PSPSA when the BANK is the transferring or the receiving party respectively.

4.4. The BANK, acing as the transferring party, may refuse to close the account being transferred on the date specified by the CUSTOMER where any obligations related to such account are outstanding, and the BANK shall notify the CUSTOMER accordingly.

4.5. Where the CUSTOMER wishes to open a payment account at a payment service provider located in another EU Member State, the BANK shall provide any assistance that is legally required for the transfer of the account and of the payment services related thereto.

V. PAYMENT SERVICES. GENERAL PROVISIONS.

5.1. The BANK shall provide the following payment services for opened payment accounts: (a) placing or withdrawal of cash on/from a payment account and the operations required for administering a payment account; (b) execution of payment transactions, including transfers of cash on the USER's payment account with the BANK or with another payment service provider, including execution of direct debits, including one-off direct debits, execution of payment transactions through a payment card or a similar device (where applicable), execution of credit transfers, including mass payments based on a Client's mass payment file, including standing orders; (c) execution of payment transactions where the funds are covered by a credit line for a payment service USER, including execution of direct debits, including one-off direct debits, execution of payment transactions through a payment card or a similar device (where applicable), execution of credit transfers, including standing orders; (d) issuing of payment instruments and/or acquiring of payment transactions; (e) money remittance; (f) payment initiation services; (g) account information services, in accordance with the PSPSA and the regulations on its implementation.

5.2. A currency of a payment transaction shall be the currency in which a payer orders or gives consent to executing such payment transaction.

5.3. All payment transactions shall be registered by the BANK chronologically, in accordance with the requirements of the applicable law.

5.4. The BANK shall accept, for consideration, to perform on the account, to extent of cash available thereon, any common bank transactions performed by the BANK at the CLIENT's order, or other transactions agreed with the CLIENT in accordance with the applicable law. Partial payments may only be made in case of forcible execution as provided by law or in case of *ex officio* collection by the BANK.

5.5. The BANK shall execute payment transactions in local or foreign currency within the country or abroad upon receipt of proper payment documents, as per a form provided, on paper or through the BANK's electronic channels.

5.6. The CLIENT shall fill in a payment order containing the details required by BNB Ordinance No. 3, and shall be liable for any consequences resulting from inaccuracies in the payment order.

5.7. Registered payment documents specifying the date, hour and minute shall be deemed received at the BANK in the order in which they are received.

5.8. The BANK receives a payment order when it is delivered directly by

the payer or indirectly by or through the payee (in case of payment through a direct debit) on paper or via an electronic channel. Where a payment order is received on a BANK holiday, it shall be deemed received on the first business day.

5.9. A USER may be either the Payee or the Payer, or both. Where a USER is the Payer, the USER may withdraw its consent to the execution of the payment transaction at any time, however no later than the time when the BANK receives the payment order.

5.10. The BANK shall ensure accurate execution of a payment order received by the BANK that meets all of the following requirements: (a) the payment order is signed by a person having disposal rights on the account or by its duly authorised designee; (b) the CLIENT has sufficient funds available for execution of the order, including payment of any due charges and commissions; (c) the transaction ordered is not in conflict with the existing laws, the applicable payment rules and the conditions applicable to the operation of the account; (d) the CLIENT has submitted to the BANK a duly completed payment document together with any documents required for its execution, if any, containing all details required for its execution, in accordance with the existing laws.

Where any of the requirements of this section is not satisfied, the BANK shall refuse to execute the payment transaction and shall not be liable for any losses or damages resulting from the transaction refused.

5.11. Except in the case under the second paragraph of Section 5.10, the BANK shall not be liable when: (a) the BANK has in good faith, in accordance with these GTC, executed the payment transaction ordered in writing by a person whose specimen on the payment order matches the specimen of the person having disposal rights or by a person who, based on unambiguous circumstances, appears authorised to dispose of the funds on the account. The BANK shall not be liable for executing seemingly proper payment orders that are actually false or accompanied by false documents or declarations; (b) payment orders executed properly by the BANK on the basis of documents completed improperly by the PAYER to the payments transaction; (c) failure to execute or inaccurate execution of a payment order based on an inaccurate or wrong unique identifier specified by the USER; (d) transactions of CLIENTS that are inconsistent with applicable statutory instruments; (e) unforeseen and exceptional circumstances out of the BANK's control, the consequences of which are unavoidable despite efforts made to prevent them, and when the BANK has acted to comply with a legal obligation; (f) other cases provided by law.

The risk and consequences of execution/failure to execute payment orders/transactions, as provided for in subsections (a) – (f) above, shall be borne by the USER, and the BANK shall not be liable for any losses or damages resulting from such actions.

5.12. The BANK shall not control the subject matter and/or the lawfulness of the transaction that is the basis for a payment transaction, unless the obligation to exercise control is provided by a statutory instrument. The BANK shall not be liable for providing normal banking intermediation services for BANK's clients' transactions that are inconsistent with the existing regulations.

VI. CREDIT TRANSFER

6.1. The BANK shall execute a credit transfer in Bulgarian currency, in accordance with these GTC and the Framework Agreement between the BANK and the CLIENT, by crediting the payment account of the PAYEE, on the basis of an order by the PAYER, within the time frames provided for execution of payment orders, in accordance with the BANK's Tariff. The PAYER and the PAYEE may be the same person. The PAYER shall complete a payment order for credit transfer containing the details listed in Article 15 of BNB Ordinance No. 3.

6.2. Payment transactions ordered by the USER shall be executed by the BANK on the day on which the payment documents are received by the BANK, except in the cases under Section 9.2 below, where sufficient funds are available on the PAYER's account or a credit has been granted for the execution of the payment order, including the amount of the transfer and all charges and commissions payable to the BANK for the execution of the transaction, in accordance with the applicable BANK's Tariff.

6.3. The condition under which the BANK accepts to execute payment orders and the instructions regarding expenses shall be in accordance with the BANK's Tariff.

6.4. The BANK shall execute a credit transfer in a currency other than the currency of the payment account in accordance with Article 16 of BNB Ordinance No. 3, and the payment order shall be processed according to the BANK's exchange rates valid for the date of the transaction. The USER may obtain information on the BANK's exchange rates at the counters in BANK offices or on the BANK's webpage.

VII. DIRECT DEBIT

7.1. The BANK shall execute a direct debit in Bulgarian currency in compliance with the existing laws, by debiting the PAYER's payment account on the initiative of the PAYEE, when the following conditions are met: (a) the PAYER has in advance given its consent to a direct debit to the bank keeping the PAYER's payment account, and such consent must include the details specified in Article 18 of BNB Ordinance No. 3, and a copy of the consent must be sent to the PAYEE; (b) the PAYEE has completed a payment order for a direct debit, containing the details specified in Article 19 of BNB Ordinance No. 3, to initiate the direct debit; (c) sufficient funds are available on the PAYER's account or a credit has been granted for the execution of the payment order for a direct debit, including payment of expenses in accordance with the BANK's Tariff.

7.2. A payment order for a direct debit shall be executed by the PAYER's payment service provider on the day on which all requirements under Section 7.1 above are met. Where the conditions under Section 7.1 above are not met within five (5) business days from the receipt of the payment order for a direct debit, the PAYER's payment service provider shall refuse execution of the payment order for a direct debit by informing the PAYEE's payment service provider.

VIII. REFUSAL TO EXECUTE PAYMENT TRANSACTIONS

8.1. The BANK may refuse to execute a payment order in the following cases: (a) the USER of a payment service provides payment documents not containing all required standard details: data is missing, incomplete or inaccurate; (b) on the date of execution of the payment transaction, the PAYER has not ensured sufficient funds on the account for the transfer, including charges and commissions due to the BANK in accordance with the BANK's Tariff; (c) limitations provided by the Bulgarian law, the applicable rules for execution of the relevant payment transaction, and the contractual conditions applicable to the operation of the account.

8.2. In case of refusal by the BANK to execute a payment order, and provided that no legal rule prohibits provision of information pursuant to another law or an EU act, the USER shall be notified in writing of the refusal and, where possible, of the reasons and procedure for rectifying factual errors. The BANK may not comply with the requirement for written notification if the USER may be notified directly, immediately before the transaction. In case of refusal by the BANK to execute a payment order for any of the reasons listed above, the payment service USER shall be liable to pay a charge according to the BANK's Tariff.

IX. PAYMENT ORDER IRREVOCABILITY

9.1. A payment order accepted by the BANK for execution may not be revoked by the USER of the payment service, except in the cases under Section 9.2 below.

9.2. Where the USER of the payment service has indicated a date of execution on the payment order for a credit transfer or a direct debit that follows the date of acceptance of the payment order, the USER may revoke the payment order by the end of the business day preceding the agreed day of execution.

X. SERVICE OPERATIONS ON USER'S ACCOUNTS

10.1. In compliance with the requirements of the existing laws, the BANK may debit the accounts operated by the BANK, without the prior express consent of the USER of a payment service or of USER's agent in the following cases: (a) forcible execution on the funds on the accounts, according to a procedure and conditions provided by the Bulgarian law; (b) service correcting transfers according to the procedure and conditions provided by the PSPSA and BNB Ordinance No. 3; (c) collection of payable charges and commissions.

10.2. Where no sufficient funds are available on the account, any outstanding amounts shall be deducted automatically from the first receipt of funds on the account.

XI. PROVISION OF INFORMATION ON PAYMENT TRANSACTIONS

11.1. The BANK shall provide the USER of payment services, in the form of a statement on USER's accounts, with information on all executed payment

transactions and the balance on the account, within the time frames and including all data and details required by the PSPSA and BNB Ordinance No. 3. Statements on accounts and/or full information on received transfers in foreign currency shall be provided to the ACCOUNT HOLDER or to ACCOUNT HOLDER's agent in the manner and for a period indicated in the payment account opening documents.

11.2. Upon request by the USER of the payment service, the BANK shall provide information on ordered/received payment transfers at the BANK's counters.

11.3. Upon request by the CLIENT, the BANK shall provide in BANK's offices, at least annually, a report on charges in accordance with Article 106 of the PSPSA.

XII. PAYMENT INITIATION SERVICES

12.1. Payment initiation services shall be provided by the BANK to the USER of payment services where the payment account is accessible online, subject to payer's explicit consent to the execution of such service, and without the need of a contract to this effect between the payment initiation service provider (SP) and the BANK.

12.2. The payment initiation service provider shall: (a) at no time hold the payer's funds in connection with the provision of the service; (b) ensure that personalised security features are not available to others and are provided by the provider in a secure and efficient manner; (c) not store sensitive data; (d) confirm its identity for each payment initiated; (e) ensure that it does not change the amount, the recipient or other information; (f) not use, process or store data for purposes other than provision of the payment initiation service requested explicitly by the USER of payment services.

12.3. The BANK shall: (a) be securely connected with the SP in accordance with the requirements of Directive (EU) 2015/2366; (b) immediately upon receipt of a payment order, provide and ensure all information regarding the initiation of the payment transaction, as well as other information available to it in this regard; (c) apply the same conditions regarding time limits, priority or charges to payment orders transmitted through the SP and to payment orders received directly from the PAYER, unless objective reasons require applying different conditions.

XIII. PROVISION OF INFORMATION ON ACCOUNT

13.1. Account information services shall be provided by the BANK where the payment account is accessible online, without the need of a contract to this effect between the account information service provider and the BANK.

13.2. Access to information about a payment account and its use for the purposes of account information services shall be possible where the payment account is accessible online.

13.3. The account information service provider shall: (a) confirm its identity to the BANK at each instance of establishment of connection; (b) provide services with the consent of the USER of payment services; (c) ensure that personalised security features are not available to anyone other than the USER and the issuer of personalised security features, and that they are provided in a secure and efficient manner; (d) not require sensitive payment data and shall use information only for certain payment accounts and related payment transactions; (e) not use, process or store data for purposes other than performance of the account information service requested explicitly by the USER of payment services.

13.4. The BANK shall establish a secure connection with the SP and shall apply the same conditions to requests for data transmitted through the SP, unless objective reasons require application of different conditions.

13.5. The BANK may deny access of an account information SP or a payment initiation SP to a payment account based on objective and substantiated reasons concerning unauthorised access or fraudulent access to an account by the SP, including unauthorised or fraudulent initiation of a payment transaction. The BANK shall inform the payer of the denial and of the reasons therefor, if possible prior to the denial or immediately thereafter, unless disclosure of such information is not permitted for security reasons or for the purpose of complying with regulatory requirements. The BANK shall allow access to the account as soon as the reasons for the denial cease to exist.

XIV. CHARGES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES

14.1. For payment services provided by the BANK, the USER shall pay all charges, commissions and other expenses incurred by the BANK in connection with opening, keeping, administering or closing an account, and for transactions executed on such account, within the time limits and according to the amounts specified in the BANK's Tariff effective at the time of performance of the relevant payment service.

14.2. The BANK shall calculate and pay interest on the funds available on an opened payment account in accordance with the terms and conditions of the BANK's Tariff and the Interest Rate Bulletin. The BANK and the CLIENT may agree on interest rates other than those specified in the Interest Rate Bulletin. The BANK reserves at any time the right to change interest rates applicable to opened payment accounts, and such changes shall take effect with respect to the USER according to Section XVIII of these GTC. Where interest rate changes are more favourable for the CLIENT, they shall apply without a prior notice. Accounts offered by the BANK for one-off payment transactions shall be solely used for keeping cash and, accordingly, interest rate changes regarding such accounts shall apply without a prior notice.

14.3. Where, pursuant to the Bulgarian tax legislation, the CLIENT is taxable for income from interest, the BANK shall charge and collect such tax.

14.4. In case of currency exchange, the BANK shall apply the buying and selling rates valid at the time of the transaction posting, as announced at the BANK's counters and on the BANK's website, as well as in the remote banking channels. Such rates may change over the course of a day, and the relevant changes shall be displayed at visible places. The BANK and the CLIENT may also agree on other exchange rates. Upon receipt of a transfer in a currency other than the currency of the account, the BANK shall *ex officio* convert the amount received into the currency of the account applying the exchange rate at the time of the conversion.

14.5. Where no funds are available on a USER's payment account to cover any due charges and commissions according to the Tariff, these may be collected from other accounts of the USER with the BANK, whether in Bulgarian or foreign currency, and by signing the Framework Agreement and these GTC the USER gives its consent to this effect.

XV. DEPOSIT GUARANTEE

15.1. Repayment of cash deposited in the BANK shall be guaranteed by the Bulgarian Deposit Insurance Fund ("BDIF") in accordance with the provisions of the Bank Deposit Insurance Act ("BDIA"). The BDIF guarantees deposits made by Bulgarian or foreign individuals or legal entities in the BANK, whether in Bulgarian or foreign currency, up to the amounts and under the conditions set out below and defined in the BDIA.

15.2. The BDIF guarantees full repayment of cash on deposits (accounts) in the BANK per person (an individual or a legal entity), irrespective of the number or amounts of such deposits, up to BGN 196,000 (one hundred ninety-six thousand Bulgarian levs), including any accrued interest by the date of the BNB's decision to withdraw the banking license issued to the BANK or any other act referred to in Section 15.3(a) below.

15.3. The following deposits shall be guaranteed up to BGN 250,000 (two hundred fifty thousand Bulgarian levs) for three months from the time when the amount is credited to the depositor's account, or the time when the depositor has acquired the right to dispose of the funds on the deposit: (a) individuals' deposits resulting from transactions with residential real property; (b) individuals' deposits resulting from payments made in connection with marriage contraction or dissolution, termination of an employment or civil service relationship, disability or death; (c) deposits resulting from insurance or social security payments or from payment of damages caused by criminal offences or by a revoked sentence. Deposits referred to in the preceding sentence shall not be taken into account in the calculation of the total amount of BANK's liability to a single depositor within three months from the time when the amount is credited to the depositor's account or the time when the depositor has acquired the right to dispose of the funds in the deposit.

15.4. The BDIF shall pay the BANK's liabilities to depositors to the extent of guaranteed amounts in the following cases: (a) a BNB decision withdraws the BANK's banking license; or (b) a BNB decision determines that deposits are unavailable and that, at BNB's discretion, the BANK appears unable and in the short term will not be able to repay such deposits; or (c) a court's ruling prevents depositors' claims against the BANK.

15.5. Guaranteed deposits (accounts) shall be paid by the BDIF in the

national currency (Bulgarian levs). In case of a foreign currency deposit, the relevant depositor shall receive the equivalent of the guaranteed deposit amount in Bulgarian currency according to the BNB exchange rate on the first day of repayment of guaranteed amounts on deposits. At least two business days prior to the repayment of guaranteed amounts, the BDIF shall announce in at least two daily newspapers with national coverage and on the BDIF website (www.dif.bg), the starting day when depositors of the BANK may receive payments from the BDIF, as well as the bank/s through which such payments will be made.

15.6. Payment shall be made through the bank/s designated by the BDIF Management Board and shall start no later than 7 business days from the date of the BNB's decision revoking the license of the relevant bank, or from the date of issuance of another act under paragraph 1 above. The period for payment of guaranteed amounts may be extended under the conditions of Article 20(6) and (7) of the BDIA.

XVI. COMMUNICATION

16.1. Any communication between the Parties, outside the conditions stipulated in the Framework Agreement, regarding notices of changes in the Tariff shall be in Bulgarian, unless otherwise agreed between the Parties.

16.2. The BANK, in pursuance of a legal requirement pursuant to Art. 62. (1) of the Law on Payment Services and Payment Services, shall notify the USER of payment services of forthcoming changes to these General Terms and Conditions, not later than 2 (two) months before the entry into force of the changes, and for this purpose shall use the communication channel/s selected by the USER, specified by him/her in the request for opening a payment account.

16.3. All messages and notifications shall be made in writing, sent electronically to the specified e-mail address of each of the parties, on paper or other durable media, or through the communication channels of the Bank. Notices shall be delivered by/to the USER in person or USER's authorised representative at the BANK's counters or shall be sent to the address, including e-mail address, specified in the Payment Account Application Form. The USER shall be required to notify the BANK of any changes of USER's address. In case of failure to comply with this obligation, notices shall be enclosed to the USER's file and shall be deemed delivered. The CLIENT agrees that any notification sent by e-mail has the effect of a document signed with an electronic signature in accordance with Article 13(1) of the Electronic Document and Electronic Certification Services Act.

16.4. The BANK shall provide the CLIENT, on paper or on another durable medium, with information on performed payment services in the form of a monthly statement of transfers made on the account. The frequency of provision of such information may be different from the frequency specified above if the CLIENT explicitly states its wish in writing to this effect.

16.5. Statements on executed account payment services and other documents related thereto shall be provided at BANK's counters to the ACCOUNT HOLDER or to ACCOUNT HOLDER's authorised representative.

16.6. If any unauthorised or inaccurate transaction is found by the CLIENT, the BANK shall correct such payment transaction at CLIENT's request, in accordance with the legal requirements and these GTC within the following time limits: (a) The CUSTOMER shall be required to inform the BANK without undue delay after becoming aware of the unauthorised or inaccurate payment transaction that gives rise to the CUSTOMER's right, however no later than thirteen (13) months from the date of debiting the CUSTOMER's account; (b) A CLIENT who is not a customer shall be required to notify the BANK by the end of the first business day after becoming aware of the unauthorised or inaccurate transaction, but in any case within 14 days from the date of debiting the CLIENT's account, unless a reasonable delay is made.

The CLIENT shall be deemed aware of the unauthorised or inaccurate transaction upon the receipt of the statement under Section 16.4 at the latest.

XVII. PROVISION OF SMS-NOTIFICATION SERVICE

17.1. The Client applies for the service with the Bank in writing by filling in and signing an application form for registration for the SMS-notification service. The customer receives SMS-messages for all events selected by him, marked in the signed application form for registration.

17.2. A fee shall be charged for sending of SMS messages according to the Tariff for fees and commissions of the Bank.The Client declares that he is informed and aware in advance, and accepts The Tariff to be applied in relation to the service provided by the Bank. The Bank reserves the right to send a certain number of free of charge SMS messages to the mobile phone number provided by the Client to the Bank, and the Client has the right to refuse to receive them at any time by declaring the refusal in any branch of the Bank.

17.3. By signing the registration application form for the SMS notifications service, the client authorizes the Bank to collect from the bank account indicated by him in the application all due fees, according to the Tariff for fees and commissions of the Bank.

17.4. The client shall have the right to amend the provided information in the initial registration application for the SMS notifications service by submitting a new form.

17.5. The Client shall have the right to refuse to use the SMS-notification service at any time by submitting a new form in any branch of the Bank.

17.6. The Bank shall have the right to terminate the SMS-notification service unilaterally in the following cases:

17.6.1. In case the Client fails to fulfill the obligations under these General Terms and Conditions;

17.6.2 upon closing the Client's accounts.

17.7. The Bank shall not be liable in case the respective service provider does not ensure the transmission or does not transmit the SMS-notification in time, as well as in the cases when due to circumstances beyond the Bank's control (lack of internet connection, lack of mobile coverage) , temporary power outage and/or other disasters or force majeure), SMS notifications are not received by the Client.

17.8. The Bank is not liable for incorrectly provided mobile numbers and/or bank account numbers and/or cards by the Client.

17.9. In case of delay or failure of the SMS-notification service, regardless of the reason, the liability of the Bank is limited to the amount of the received fee for the respective service. The user of the SMS-notification service shall not have the right to claim any other damages or lost profits.

XVIII.AMENDMENT TO THESE GENERAL TERMS AND CONDITIONS AND NOTICES

18.1.The BANK may at any time amend or supplement these GTC, and any amendments shall take effect as of the date indicated in the Decision of the BANK's Management Board. USERS having an existing Framework Agreement shall be notified by the BANK at least two months prior to the effective date of such amendments. The BANK provides its Clients with the changes before they come into effect by publishing them on a durable medium – on the Bank's website: www.tokudabank.bg, as well as by sending personalized notifications to the communication channel specified in the request for opening a payment account by the clients. The BANK shall deem that a USER agrees with the GTC and is bound with them, unless the USER notifies the BANK in writing of USER's disagreement with the amendments to the GTC prior to their effective date.

18.2. In case the CUSTOMER notifies the BANK in writing of CUSTOMER's disagreement with the amendments to the GTC prior to their effective date, the CLIENT may immediately terminate the Framework Agreement prior to the effective date of the amendments, without being liable for any expenses or compensations.

18.3. The scope of payment services provided may be extended by the BANK's and CLIENT's mutual consent, and in such case the two-month prior notification shall not apply to the CLIENT.

18.4. Any amendments to the legal framework regarding the conditions for administering payment accounts and providing payments services shall be binding upon the BANK and the CLIENT as of their effective date.

XIX. RESOLUTION OF DISPUTES REGARDING PAYMENT SERVICES

19.1. Any disputes that may arise during or in connection with the performance of Parties' obligations under these GTC, the Framework Agreement/any additional agreements thereto or other existing agreements between the BANK and the CLIENT shall be settled out of court, in the spirit of mutual understanding and cooperation.19.2. In case of a complaint by a USER, the BANK shall apply the *Complaint and Dispute Resolution Procedure* pursuant to which the BANK is required to rule and notify the USER of its ruling in writing within fifteen (15) business days from the receipt of the complaint.

For Bank: **For User:**

19.3. If the BANK fails to rule within the abovementioned time frame, or where its ruling fails to satisfy the USER, the dispute may be referred for resolution to: Conciliation Commission for Payment Disputes with the Commission for Consumer Protection, address: 1 000 Sofia, 1 Vrabcha Str. Floors 3,4,5; webpage: www.kzp.bg or the competent Bulgarian court.

XX. ADDITIONAL PROVISIONS

20.1. The provisions of these GTC shall be construed in accordance with the Bulgarian laws, and the Bulgarian courts shall have jurisdiction to rule on disputes between the Parties.

20.2. For any matters not addressed in these GTC, the Framework Agreement or other existing agreements between the BANK and the CLIENT, the PSPSA, BNB Ordinance No. 3 and any other relevant provisions of the existing Bulgarian law shall apply.

20.3. These GTC have been drawn up in Bulgarian language and adopted by the Management Board of the Bank. For convenience of the Customers, the Bank shall provide them, at their request, in English. In case of discrepancy or contradiction between the Bulgarian and the English versions, the Bulgarian text shall prevail and shall be deemed binding on the parties.

XXI. REPRESENTATIONS

21.1. The USER hereby represents that:

(a) The BANK has provided the USER with the draft agreement in good time prior to its signature, as well as with these GTC, including all preliminary information contained in these GTC, in accordance with Article 60 of the PSPSA.

(b) The USER is aware of the BANK's right to amend these GTC and the applicable Framework Agreement between the Parties at its sole discretion, by notifying the USER as provided by law - by publishing them on a durable medium – on the Bank's website: www.tokudabank.bg, as well as by sending personal notifications to the communication channel specified in the request for opening a payment account by the clients, and the time frame applicable to the USER shall be two (2) months prior to the date on which such amendments are proposed to take effect. If the USER makes no written statement declining to accept such amendments, the latter shall be deemed effective with respect to the USER. The USER may terminate the Agreement prior to the date on which such amendments are proposed to take effect, without being liable for any expenses or compensations.

(c) The USER is aware of USER's obligation to regularly check for amendments on the BANK's webpage: www.tokudabank.bg.

By signing below, I confirm that I read, accept and was given a copy of these GTC.

These GTC have been adopted and amended by the Management Board of the Bank and shall enter into force as 31.03.2025

User: .....
(given name and surname, signature)

For Bank: .....
(signature and stamp)