

**GENERAL TERMS AND CONDITIONS  
ON LOANS GRANTED TO SOLE TRADERS AND LEGAL ENTITIES  
BY TBI BANK EAD**

**I. GENERAL PROVISIONS**

- 1.1. These General Terms and Conditions on loans granted to sole traders and legal entities by TBI Bank EAD, hereinafter referred to as "General Terms and Conditions" set forth the terms and conditions between TBI Bank, with its registered office and mailing address as indicated in the respective Loan Agreement, UIC 131134023, licensed as a Bank and accordingly carrying out banking activities under License No. B 30 and Orders RD 22 - 1067/13.08.2003, No. RD 22 – 1067/12.06.2007; RD 22 – 1560/20.07.2007, RD 22 - 2270/16.11.2009, RD 22 - 0451/28.02.2012, and RD 22 – 0451/22.10.2012 of BNB and registered as Personal Data Administrator under Certificate No. 0008057/20.10.2006 of CPDP, e-mail: [office@tbibank.bg](mailto:office@tbibank.bg), Website: [www.tbibank.bg](http://www.tbibank.bg) hereinafter referred to as the "Bank" on one side, and on the other a sole trader or legal entity, which has entered into Loan Agreement with the Bank, hereinafter referred to as "Borrower".
- 1.2. These General Terms and Conditions shall be an essential and an integral part of each Loan Agreement entered into between the Borrower and the Bank, hereinafter referred to as "Agreement". The General Terms and Conditions shall apply within their respective scope also for the Surety Agreement and the Pledge Agreement, entered into in connection with the provision of the loan. The Bank shall reserve its right to change these General Terms and Conditions, by announcing the changes through their publication on its official website. The changes shall come into force with respect to the Borrower (respectively Co-debtor, Surety and the person providing collateral) as of the day of their announcement, unless otherwise provided by any regulation.

**II. LOANS. LOAN RELATIONSHIPS**

- 2.1. The Bank may at its sole discretion to grant loans under certain conditions, in accordance with regulatory and supervisory requirements and regulations, and its internal rules and procedures.
- 2.2. The agreed loan shall be utilized by the Borrower only after signing of the Agreement and, where applicable - after signing the Pledge Agreement and the Surety Agreement, after the set-up of the agreed collateral as provided by law (mortgage, establishment of Registered Pledge, respectively - actual transmission of the pledged property, etc.), upon presentation of the relevant documents certifying that the Bank is the first in line mortgagee or pledgee, upon effective payment by the Borrower of the fees, commissions and other charges provided for in the Agreement or related to the set-up of the collateral, upon presentation of the relevant Insurance Policy to the benefit of the Bank and upon compliance with all other terms and conditions of the Agreement relating to the utilization of the Loan.
- 2.3. The Bank shall be entitled to unilaterally refuse utilization of the agreed loan without owing the Borrower (where applicable – the Co-debtor, Surety or third party providing collateral) any benefits, penalties, compensations, reimbursement of expenses, etc., even if the conditions under Art.5.1 and Art.5.2 are met, when in the period between signing of the Agreement and the date of utilization:
- 2.3.1. the Bank has established that the Borrower (where applicable - Co-debtor, Surety or third party providing collateral) has provided false or incomplete information in connection with the loan application and the signing of the Agreement, or that any of the facts and circumstances declared and represented by the Borrower (where applicable - by the Co-debtor, Surety or third party providing collateral) have changed in a way which in the opinion of the Bank endangers or questions the payment of the loan by the Borrower within the terms and conditions of the Agreement;
- 2.3.2. the Borrower or their related party within the meaning of § 1, item 4 of the Additional Provisions of the Law on Credit Institutions (LCI) (where applicable - Co-debtor, Surety or third party providing collateral), has failed to fulfill its obligation under any other contract entered into between them and the Bank;
- 2.3.3. one of the grounds for declaring early chargeability of the receivables of the Bank under the Agreement provided for in these General Terms and Conditions or in any regulation has occurred.



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- 2.4. The Borrower shall have the right to use the loan only for the purpose for which it was granted to them. The Borrower shall open a current account with the Bank under the terms and conditions of the corresponding business package of the Bank and shall maintain it until discharge of the debts under the Agreement. The Bank may at any time require the Borrower to open another current account to discharge its debts, and to require the Borrower to establish pledge on any of its current accounts opened with the Bank.
- 2.5. The Bank shall be entitled to transfer its rights and/or obligations under the Agreement to third parties under the provisions of Bulgarian legislation, in particular the Bank may at any time during the validity of the Agreement transfer or sell or assign the collection of its receivables from the Borrower to a local or foreign third party through the conclusion of assignment contract or in any other legal way.

### III. INTEREST, FEES, COMMISSIONS AND OTHER CHARGES

- 3.1. For the loan granted, the Borrower shall pay the Bank contractual interest, the amount and method of charging of which shall be specified in the Agreement. The Borrower shall pay the contractual interest due in installments, the amount and maturities of which shall be specified in the Agreement or in the relevant Repayment Schedule annexed to the Agreement, or otherwise. The amount of interest payments designated originally may differ from the actual amount of the interest payments due in the future, given the possible changes in the value of the basis on which interest shall be calculated or any agreed changes in the size of the interest rate as a whole.
- 3.2. For the loan granted, the Bank shall have the right to charge and collect from the Borrower fees, commissions and other charges specified in the Agreement and/or in the applicable internal regulations of the Bank. The fees and/or commissions paid by the client shall not be recoverable except in cases where this is expressly provided for in the Loan Agreement, these General Terms and Conditions or any other regulation. In any case, the Borrower shall pay at their expense any charges, costs and fees related to the conclusion, amendment and termination of the Agreement due to public authorities and institutions and other persons, including, but not limited to: administrative, notary and any other state and municipal fees, including the costs for preparing the initial and subsequent periodic market valuations of the collaterals, fees related to the registration, modification, and deletion of the collateral from the relevant records, charges and fees for lawyers, consultants, valuers, auditors etc., costs for conclusion and renewal of callable Insurance Policies and others.
- 3.3. In case of delay the Borrower shall pay also a default interest from the day following the due date of the receivables overdue in the amount specified in the Agreement. In cases where the Bank has established its rights under the Agreement in court, the Borrower will pay the Bank also all costs for the corresponding charges for the initiation and conduct of judicial and enforcement proceedings, the costs for lawyers and legal advisers fees, and all other costs and expenses, incurred by the Bank in the course of judicial and enforcement proceedings, including charges and fees for experts, valuers and others.

### IV. COLLATERALS AND GUARANTEES

- 4.1. The Bank may require the Borrower, and the Borrower shall respectively provide as collateral for the loan granted:
- 4.1.1. Mortgage in favor of the Bank on a real property acceptable to the Bank, located on the territory of the Republic of Bulgaria and property of the Borrower or of another person;
- 4.1.2. Pledge (real, registered or under the Financial Collateral Arrangements Act (FCAA)) - on property and/or receivables, acceptable to the Bank, owned by the Borrower or another person.
- 4.2. The Bank may also require from the Borrower as additional guarantee for its receivables under the Agreement, that:
- 4.2.1. the Agreement is signed also by the Co-debtor – a capable individual and/or legal entity who is jointly liable under Art. 121 et seq. of the Obligations and Contracts Act (OCA) and unlimited together with the Borrower before the Bank for the entire debt under the Agreement and these General Terms and Conditions, including, but not limited to: the final repayment of the principal, interests payable, fees, commissions and any other costs and expenses incurred by the Bank related to granting the loan or the collection of its receivables under the Agreement, where the Bank at its own choice and without restriction shall have the right to set the fulfillment directly against the entire property of the Co-debtor. All obligations of the Borrower under the Agreement and these General Terms and Conditions and the consequences of their noncompliance shall relate in their full scope also to the Co-debtor, even if this is not explicitly mentioned in the relevant clause;
- 4.2.2. a separate Surety Agreement is concluded to secure the implementation of the obligations of the Borrower under the Agreement, where the Surety should be a legally capable individual. The Surety shall be jointly



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liable, under Art. 138 et seq. of the OCA, with the Borrower before the Bank for the entire debt under the Agreement and these General Terms and Conditions, including, but not limited to: the final repayment of principal, interests payable, fees, commissions and any other costs and expenses incurred by the Bank related to granting the loan or the collection of its receivables under the Agreement, where the Bank shall have the right to set the fulfillment directly against the entire property of the Co-debtor within the legal restrictions. All obligations of the Borrower under the Agreement and these General Terms and Conditions and the consequences of their noncompliance shall relate in their respective scope also to the Surety, even if this is not explicitly mentioned in the Surety Agreement;

- 4.2.3. Promissory note in favor of the Bank, issued by the Borrower or any other person and endorsed by one or more persons in a form approved by the Bank, for an amount equal to the principal of the loan plus interests payable and any other outstanding payments related to the loan, calculated by the Bank;
  - 4.2.4. Insurance of the mortgaged/pledged property for the entire duration of the Agreement under insurance risks and other requirements agreed with the Bank. The insurance should cover at all times at least 100% of the value of the mortgaged/pledged property accepted by the Bank.
  - 4.2.5. "Life" Insurance with insured persons - individuals - Borrowers and/or Sureties or individuals having the capacity of partners with the Borrower and/or the Co-debtor/Co-debtors or with any other capacity, as required by the Bank, with the Bank being the beneficiary, upon insurance risks and other conditions agreed in advance with the Bank;
  - 4.2.6. Any other type of collateral acceptable under the internal rules and procedures of the Bank.
- 4.3. Unless otherwise stipulated in the Agreement, it is the Borrower's obligation to prove the proper establishment of the required collateral by submitting the relevant documents to the Bank:
- 4.3.1. In the event of establishment of a mortgage - original current Certificate of registration, notes and deletions issued by the Registry Office of the Registry Agency at the Ministry of Justice certifying verification of unlimited period or verification for a period of at least 10 years back from the date of registration of the mortgage (including on the file of the previous owners of the property), certifying the sequence of each of the registered contractual mortgages in favor of the Bank, as described in the Agreement;
  - 4.3.2. In the event of establishment of a registered pledge - original current Confirmation of Registration issued by the Central Pledge Registry at the Ministry of Justice (CPR), certifying the registration of each of the registered pledges established in favor of the Bank, as described in the Agreement and original current Certificate of Registrations in the name (file) of the pledge debtor at CPR, issued by CPR certifying verification of unlimited period or verification for a period of at least 5 years back from the date of registration of the pledge, certifying the sequence of each of the registered pledges in favor of the Bank as specified in the Agreement, accompanied by original current Inventory of the pledged property and the tax obligations of the relevant pledgor;
  - 4.3.3. Other official documents issued by public registers certifying the registration of the relevant collateral, described in the Agreement, the sequence of entry for the relevant collateral;
- 4.4. The Bank shall be entitled at its discretion to assess periodically the market value of the provided collateral at the expense of the Borrower, who shall assist the Bank as necessary. In case the value of the collateral falls, for whatever reason, the Borrower shall upon the first request made by the Bank reduce accordingly its obligation under the Agreement or provide additional collateral in the type, size and period as specified by the Bank. The Bank may at any time request and the Borrower shall provide it with collateral or shall establish additional collateral in favor of the Bank. In case the Borrower fails to fulfill these obligations, the Bank may declare its receivables under the Agreement wholly or partly early chargeable.
- 4.5. In case the Bank has required under the Agreement or requires it during its execution, the Borrower shall insure the collateral to 100% of the value accepted by the Bank and/or conclude, respectively cause the conclusion of the relevant "Life" Insurances in favor of the Bank and to provide it with the original Insurance Policies with a single and full payment of premiums payable under Art. 4.2.4 and Art. 4.2.5, and for deferred payment of insurance premiums - payment of the installment under the insurance premium, unless otherwise provided for in the Agreement. The Borrower shall annually renew the insurance/s and submit to the Bank the renewed Insurance Policy no later than 30 (thirty) calendar days before the expiry of the initially agreed term of validity of the effective policy. In case the

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Borrower fails to fulfill these obligations, the Bank shall have the right under Art. 199a, para. 2 of the Insurance Code to conclude at its own expense the relevant insurances in its favor, and to declare its receivables under the Agreement wholly or partly early chargeable.

## V. OBLIGATIONS OF THE BORROWER

The Borrower:

- 5.1. before utilization of the funds under the Agreement and if the latter does not state otherwise, shall provide the Bank with at least the following documents:
  - 5.1.1. original current Certificate of lack of public obligations under Art. 87 of the Tax Insurance Procedure Code issued by NRA to the Borrower and/or the Co-debtor/to each of the Co-debtors;
  - 5.1.2. original current Certificate of registration, notes and deletions issued by the Registry Office of the Registry Agency at the Ministry of Justice certifying verification of unlimited period or verification for a period of at least 10 years back from the date of registration of the mortgage (including on the file of the previous owners of the property), certifying the sequence of each of the registered contractual mortgages in favor of the Bank, as described in Section III of the Agreement;
  - 5.1.3. original current Confirmation of Registration issued by the Central Pledge Registry at the Ministry of Justice, certifying the registration of each of the registered pledges established in favor of the Bank, as described in Section III of the Agreement;
  - 5.1.4. original current Certificate of Registrations in the name of a debtor at the Central Pledge Registry, issued by the Central Pledge Registry at the Ministry of Justice certifying verification of unlimited period or verification for a period of at least 5 years back from the date of registration of the pledge, certifying the sequence of each of the registered pledges in favor of the Bank as specified in Section III of the Agreement, accompanied by original current Inventory of the pledged property and the tax obligations of the relevant pledgor;
  - 5.1.5. Original current Insurance Policies in favor of the Bank, with fully paid annual premium, and in case of deferred payment of insurance premiums, payment of the relevant installment under the insurance premium with coverage and other conditions as specified in Section III of the Agreement;
- 5.2. shall fulfill its obligations under the Agreement accurately and on time, with due diligence, in strict compliance with the terms and conditions of the Agreement, these General Terms and Conditions and the effective legislation;
- 5.3. in case of deterioration of its financial condition or the financial condition of its related parties within the meaning of § 1, item 4 of the Additional Provisions of the Law on Credit Institutions and/or in the event that the value of the collateral under the Agreement and the contract for its establishment falls, for whatever reason, and the Bank considers it insufficient to guarantee the obligations of the Borrower, upon the first request by the Bank, shall reduce accordingly its obligation under the Agreement to the size specified by the Bank or provide additional collateral in the type, size and period as specified by the Bank;
- 5.4. shall immediately and in writing inform the Bank of any change of the management address specified in the Agreement, by giving new address. Otherwise, all notifications sent by the Bank to the old management address of the Borrower shall be deemed duly delivered;
- 5.5. shall immediately and in writing inform the Bank of any circumstances that may threaten the regular repayment of its obligations under the Agreement or that may threaten the rights of the Bank on the mortgaged/pledged/insured property, by which the Borrower or a third party secure the receivables of the Bank, including but not limited to: damage or loss of property, setting the enforcement on the property, occurrence of a dispute regarding the ownership of the property, etc.;
- 5.6. shall notify the Bank in writing of any newly emerging relation within the meaning of § 1, item 4 of the Additional Provisions of Law on Credit Institutions within 3 (three) working days of its occurrence and provide the Bank upon request, but at least once a year, a statement of relations with third parties and credit indebtedness of its related parties;



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- 5.7. shall notify the Bank in writing of any change in the circumstances declared or represented by the Borrower in the negotiation and grant of the loan, in the circumstances subject to entry in the Commercial Register, as well as of the occurrence of any other circumstances that could affect the implementation of the Agreement within 3 (three) working days from the date of the change or of the occurrence of the circumstance, and to provide the Bank with the relevant certification documents;
- 5.8. shall not make any changes in its ownership structure and/or capital structure, and shall not dispose of its fixed assets and shall not encumber them to the benefit of third parties without obtaining the prior written approval of the Bank thereof;
- 5.9. shall not distribute any dividends without obtaining the prior written approval of the Bank thereof;
- 5.10. shall not directly receive financial assistance from any other banks, non-bank financial institutions or other entities, and shall not provide its assets as collateral in their favor, without obtaining the prior written approval of the Bank thereof. Although such consent has been given, the Borrower shall notify the Bank within 3 (three) working days of all loans, bank guarantees, financial or operating leases or any other financial assistance received by the Borrower or its related parties;
- 5.11. shall assume no liabilities to third parties, which may directly or indirectly worsen its solvency and/or the ability of the Bank to collect its receivables under the Agreement;
- 5.12. shall not perform any actions of disposal with the collateral provided to the Bank, including its mortgaging/pledging in favor of third parties and/or its encumbrance, and when the collateral is provided by third parties, the Borrower shall ensure compliance with this obligation on their part as well;
- 5.13. shall provide by the 20<sup>th</sup> day of the month following the relevant reporting period, its balance sheet, profit and loss accounts, cash flow statement and trial balance at least once a year, as well as a report on the development of corporate activity, and the same documents of their related parties, as well as a detailed report on the state of the investment project, in the case of investment credit;
- 5.14. shall provide an opportunity for control by the Bank, and at the request of the Bank shall provide it within 3 (three) working days with any records, data, documents and other information evidencing its solvency, regular keeping of its accounting, timely payment of taxes, contributions and other public duties, timely repayment of obligations to creditors and suppliers and any other circumstances considered by the Bank as important for the implementation of the Agreement, as well as the same documents of their related parties;
- 5.15. shall provide authorized employees of the Bank with access to all places, activities and installations related to its business activity and shall provide the necessary conditions for undisturbed inspection, evaluation etc.

## VI. REPAYMENT

- 6.1. The Borrower shall make all payments due under the Agreement in terms of principal, interest, fees, commissions, etc. in the currency in which the loan is granted, on the maturity date under the Agreement or the Repayment Schedule to it, to their own current account opened with the Bank. When conversion is needed, the "sell" rate of the Bank for the day shall be applied. Foreign exchange losses or gains from these conversions shall be borne by the Borrower, to which they shall expressly agree by signing these General Terms and Conditions.
- 6.2. In case of delay in the payment of its obligation, the Borrower shall pay besides the contractual penalty interest due and charged for the period of delay, also any possible fees, commissions, legal and other costs due associated with the delay. Should the Borrower fails to fulfill its obligations in full, they shall be repaid in the following order: legal costs; fees and commissions; interest - penalty, contractual and legal according to the order of their occurrence and the overdue principal. The Bank shall reserve its right to unilaterally and at its discretion modify the sequence of repayment for which the Borrower shall give their explicit consent.
- 6.3. In the event that after signing the Loan Agreement in Bulgarian leva (BGN), there are changes in the inter-bank BGN / or foreign exchange markets, in the fixed exchange rates announced by BNB, in the effective European and/or Bulgarian legislation, in the economic situation and/or in the banking/financial sector or any other changes, which the Bank considers essential, at any time during the validity of the Agreement, the Bank shall be entitled to unilaterally convert the outstanding principal and all other obligations of the Borrower under the Agreement from Bulgarian lev (BGN) into Euro (EUR) at the "buy" rate of the Bank on the day of the conversion, by only notifying the Borrower of the conversion. After the date of the notice of conversion the Borrower will be required to make all subsequent payments under the Agreement in Euro (EUR) under the terms and conditions set by the Bank. In such cases and



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according to the original terms and conditions of the Agreement, the Bank will notify the Borrower of the way of the future calculation of the charges, commissions and interest due (based on the value of the 1M/3M/6M EURIBOR or otherwise).

- 6.4. Upon the occurrence of the changes of Art. 6.3 when the Agreement is signed, but the loan granted or part of it is not utilized, the Bank shall have the right to unilaterally refuse any further utilization/payment on the loan in Bulgarian lev (BGN) and require the Borrower to rearrange in Euro (EUR) each subsequent utilization/payment on the loan under the terms and conditions of Art. 6.3.

## VII. DEFAULT

In the event of default by the Borrower of any of its obligations under the Agreement and under these General Terms and Conditions, including in cases of early chargeability of receivables of the Bank, the Bank shall have the right to:

- 7.1. block all accounts of the Borrower and, where applicable – of the Co-debtor and the Surety, opened with the Bank, and to initiate early and compulsory collection of its receivables from the balances therein;
- 7.2. proceed to compulsory collection of receivables from the balances on the accounts of the Borrower and, where applicable – of the Co-debtor and Surety, on the receivables pledged in its favor;
- 7.3. dispose of the property pledged in its favor by selling it without judicial intervention, under the terms and conditions of the relevant Pledge Agreement and the legislation applicable thereto;
- 7.4. obtain a writ of execution for its receivables arising under the Agreement and set enforcement under the Civil Procedure Code against the collaterals provided, and against all other assets of the Borrower and, if applicable - of the Co-debtor and Surety;
- 7.5. declare all its receivables on all other contracts entered into between the Borrower and the Bank, wholly or partially early chargeable;
- 7.6. take any other action to settle its receivables under the Agreement, stipulated in the Law.

## VIII. EARLY CHARGEABILITY

- 8.1. The Bank shall be entitled to unilaterally declare its receivables under the Agreement wholly or partly early chargeable:
- 8.1.1. upon delay of any callable monetary obligation due by the Borrower under the Agreement or in default of any of its other obligations under the Agreement or any other agreement concluded between the Borrower and the Bank;
  - 8.1.2. in case of default by the Borrower, and where applicable – the Co-debtor, the Surety and the persons providing collaterals on the loan, of any of their obligations these General Terms and Conditions;
  - 8.1.3. upon the occurrence of circumstances and/or events that could impede the implementation of the payment obligations of the Borrower - from the date of occurrence of the circumstances and/or the occurrence of an event;
  - 8.1.4. when the Borrower or their related party or Co-debtor, Surety, person providing collateral on the loan, claims against the Bank - from the date of filing of the claim;
  - 8.1.5. when the license or permit of the Borrower to exercise the activity for which the Law provides for licensing or authorization is withdrawn or restricted, as well as in case the Borrower materially breaches the regulatory requirements for its activities established by the respective administrative act, delays the payment of callable taxes, fees, contributions and other public debts due or performs other acts or omissions which at the discretion of the Bank may jeopardize the solvency of the Borrower;
  - 8.1.6. when the Bank request the opening of insolvency proceedings of the Borrower - from the date of the request;
  - 8.1.7. when the Co-debtor, their creditor or NRA request the opening of insolvency proceedings of the Co-debtor - from the date of the judgment for opening insolvency proceedings;



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- 8.1.8.** when enforcement activities are undertaken and/or security measures are imposed against the property offered as collateral for the loan by third parties, including but not limited to - attachment of movable property, motor vehicle, receivables and accounts of the Borrower, foreclosure of real estate or other coercive or security measures threatening the ability of the Bank to collect its receivables. In this case the receivables of the Bank shall be considered early chargeable from the date of the request/application to take coercive and/or security measures submitted to the State/Public/Private bailiff or from the date of entry of the Application for commencement of implementation at CPR;
- 8.1.9.** in other cases, when the Bank deems it necessary.
- 8.2.** All receivables of the Bank under the Agreement shall automatically become early chargeable, with the Bank not being obliged to give any notifications, messages, invitations, notices, etc. in this regard to the Borrower, in case:
- 8.2.1.** the Borrower delays the payment of any of their obligations to the Bank with more than 180 days - from the 181<sup>st</sup> day;
- 8.2.2.** the Borrower, another of their creditors (not the Bank) or NRA request the opening of insolvency proceedings - from the date of the judgment for opening insolvency proceedings.
- 8.3.** In all cases of early chargeability the Bank shall suspend the utilization of loan amounts and the implementation of its other obligations under the Agreement, where applicable, and shall start to charge the penalty interest specified in the Agreement under the terms of the Agreement and of these General Terms and Conditions.
- 8.4.** In all cases when the Bank has the right to declare their receivables under the Agreement wholly or partly early chargeable, it shall have also the right at its discretion to restructure the obligation of the Borrower instead of declaring early chargeability, by unilaterally amending the terms and conditions of the Agreement.

## **IX. OTHER PROVISIONS**

- 9.1.** The Agreement shall be terminated upon full repayment of the obligations of the Borrower to the Bank, including - principal, interest - contractual, penalty, legal, fees, commissions and expenses.
- 9.2.** The Agreement may be amended and/or supplemented only by mutual consent of the parties expressed in writing - by drawing up and signing of the relevant Annex or Addendum, except when upon compliance with a legal requirement or in the exercise of its rights under the Agreement and/or of these General Terms and Conditions the Bank has unilaterally changed some of the parameters of the Agreement.
- 9.3.** The Borrower (respectively - Co-debtor, Surety and the person who provided collateral) will send all communications to the Bank in connection with the Agreement signed between them (respectively – Surety Agreement and Pledge Agreement) at the registered office of the Bank. The Bank will send all its messages to the Borrower (respectively - to the Co-debtor, the Surety and the person who provided collateral) by regular mail to their addresses, or via e-mail to their e-mail addresses specified in the Agreement (respectively - in the Surety Agreement and the Pledge Agreement) and the messages sent so by the Bank shall be deemed to have been duly received by the person to whom they are addressed, unless otherwise provided by any regulation.
- 9.4.** In the event of legal proceedings on a dispute arising in connection with the conclusion, performance, interpretation or termination of the Agreement (respectively – Surety Agreement and Pledge Agreement), the management addresses specified in the Commercial Register at the Registry Agency and the permanent addresses under the identity document will be considered also legal addresses for service of summons and court messages within the meaning of the Civil Procedure Code of the Borrower (respectively - Co-debtor, Surety and the person who provided collateral). In cases where the Borrower (respectively Co-debtor, Surety and the person who provided collateral), has no address of management, respectively - permanent address in the Republic of Bulgaria, the mailing address in Bulgaria specified in the Agreement (respectively - in the Surety Agreement and in the Pledge Agreement) will be considered legal address for service of summons and court messages within the meaning of the Civil Procedure Code.
- 9.5.** All disputes between the parties regarding the implementation or interpretation of the Agreement and these General Terms and Conditions shall be settled by mutual agreement, and if no agreement is reached, by the competent Bulgarian court. For all issues not settled in the Agreement and these General Terms and Conditions, the relevant provisions of the Bulgarian civil and special legislation shall apply. In case of contradiction between the provisions of the General Terms and Conditions and the provisions of the current legislation, the provisions of the current



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legislation shall apply. In case of contradiction between the provisions of the General Terms and Conditions and the provisions of the Agreement, the provisions of the Agreement shall apply. These General Terms and Conditions for loans granted to sole traders and legal entities by TBI Bank EAD were adopted by decision of the Management Board of 29.03.2012, as amended by decision of the Management Board of 06.11.2014, and shall enter into force on 18.11.2014.

- 9.6.** By signing these General Terms and Conditions, the Borrower (respectively Co-debtor, Surety and third party providing collateral):
- 9.6.1.** declares that all facts and circumstances declared or stated by them in relation to the conclusion of the Agreement (respectively Pledge Agreement and Surety Agreement) are true;
  - 9.6.2.** declares that at the time of signing the Agreement and of these General Terms and Conditions, there are no previous unaccounted and outstanding debts to the state, municipalities, third parties individuals and legal entities and any other home and foreign creditors, the default of which could lead to initiation of insolvency proceedings against the Borrower (respectively against the Co-debtor, the Surety and the third party providing collateral) by such creditors (including, but not limited to: promissory notes issued by the Borrower, supply contracts, contracts for consultancy services, etc., as well as any other unilateral or contractual obligations, commitments and promises);
  - 9.6.3.** gives the Bank its the express written consent for direct debit within the meaning of Art. 21 of Regulation No. 3 of BNB on the conditions and procedures for the execution of payment transactions and the use of payment systems, to officially collect each of their receivables under the Agreement, as well as the receivables on all other agreements signed between the Bank and the Borrower's related parties, Co-debtor, Surety and third parties, providing collateral on the loan, from the balances of all accounts of the Borrower opened with the Bank (respectively Co-debtor, Surety and third party providing the collateral), and if it is a deposit account, the Bank may break the deadline of the deposit which shall be entirely borne by the Borrower (respectively Co-debtor, Surety and the third party providing the collateral);
  - 9.6.4.** gives its express written consent that the Bank may collect information about the Borrower (respectively the Co-debtor, the Surety and the third party providing the collateral) from its contractors, partners, suppliers and customers, from their related parties, from other banks and nonbank financial institutions, from credit bureaus and registries, as well as share such information with third parties at its discretion;
  - 9.6.5.** gives its express written consent that the Bank may conclude on behalf of the Borrower under Art. 199a para. 2 of the Insurance Code the appropriate insurances under the Agreement and the General Terms and Conditions;
  - 9.6.6.** declares that they are perfectly aware of the provisions of the General Terms and Conditions and that they agree that the same shall apply in settling the relationship between them and the Bank in connection with the Agreement entered into between them (respectively Pledge Agreement and Surety Agreement).



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