

**GENERAL TERMS AND CONDITIONS
FOR THE PRIVATE BANKING SERVICES
OF FIRST INVESTMENT BANK AD**

I. GENERAL PROVISIONS

1. First Investment Bank AD (hereinafter referred to as the “Bank” or “Fibank”) offers the Private Banking Service to its Customers – local or foreign natural persons, companies or other legal entities (hereinafter referred to as “Client” or “Clients”), who have account/s opened with Fibank, meet the criteria and have signed an agreement for use of the respective service.

2. The Bank offers to each Customer using the Private Banking individual services and advice with respect to any products and services offered by the Bank through a Private Banker, including cash collection from locations outside the Bank, securities brokerage, investment advice and analysis. Depending on the individual Agreement signed with the Customer, the Bank may also provide remote services using means of voice and/or electronic communication with the Customer, or other means that enable remote servicing.

3. The rights and the obligations of the Bank and the Customer shall be regulated by these General Terms and Conditions (hereinafter “the GTC”), the Private Banking Agreement, together with all appendices thereto (hereinafter “the Agreement”), as well as the respective agreements, the General Terms and procedures of the Bank with respect to the individual products and services and the Tariff on Fees and commissions of First Investment Bank AD (hereinafter referred to as “the Tariff”), including the Interest Rate Bulletin for the interest rates the Bank provides on the bank accounts in national and foreign currency kept with the Bank, together with any modifications and amendments as of the date of effect.

4. Each Customer shall express and confirm their wish to use the respective service by entering into an Agreement with the Bank. Such Agreement shall entitle the Customer, in

addition to the minimum number of products and services specified, to also use other products and services offered by the Bank under the terms of the Private Banking. The individual products and services shall be provided in accordance with the applicable banking requirements, general terms and specific agreements signed.

5. Upon signing the Agreement, a Customer that intends to use Private Banking via means of remote communication with their Private Banker shall indicate an identification password, as well as the means of remote communication that will be used by the Customer and that will enable individual communication with their Banker designated by the Bank.

6. Upon signing the Agreement the Customer shall indicate address of registration, as well as any address that might be relevant for his/her relationship with the Bank. The Customer shall immediately notify the Bank of any changes of the addresses indicated. The Bank shall not be liable to the Customer for any damages incurred as a result of a failure to provide or untimely receipt of the notification.

7. Upon signing the Agreement and at any moment of its duration, the Customer shall have the right to designate other proxies under the terms and conditions he/she may consider appropriate, to act on his/her behalf and account.

7.1 In the case of authorization of a third person to act in the name and for account of the Customer when banking by means of remote communication, such authorized person shall be required, after providing a power of attorney to the Bank, to fill a separate "Identification Password for and Means of Communication" form where the authorized person shall indicate an identification password different from that of the Customer (the Authorizer), as well as the means of remote communication that will be used

8. The Customer's proxies shall submit to the Bank a specimen and an explicit notarized power of attorney issued by the principal and containing a precise description of the powers conferred on such proxies.

9. The Bank shall have the right to refuse to accept a power of attorney should the scope of the powers conferred on the proxy appear to be ambiguously or incomprehensively determined, or if found to be incompliant with the requirements set out in these GTC. The Bank shall make a formal check on the powers of attorney and the signatures placed thereupon.

10. The Customer may at any time, without having to state a reason, instruct the Bank in writing to discontinue the access of persons authorized by the Customer to the services used.

11. Any changes to the powers of attorney presented to the Bank, including revocation thereof, shall take an effect with respect to the Bank as of the moment when the Customer deposits the written notification to the Bank. In the event of failure to provide or untimely receipt of a notification, the Bank shall not be liable for any damages incurred.

12. In order to prevent access by unauthorized persons, the Bank may, for security reasons, at any time request the Customer to confirm the authorizations given by the Customer to third parties.

II. SECURITY. PROTECTION OF THE MEANS OF REMOTE ACCESS AND IDENTIFICATION

13. The Customer may only use the services of the Bank after being properly identified, respectively after their authorized representative has been properly identified.

14. Identification shall be made using personal data and an identification password (in the case of remote communication), as well as depending on the remote communication means used, in compliance with the technical procedure of the Bank. The Bank reserves the right to change the technical procedure for identifying customers, in the cases of innovative modifications of the procedure, legislative amendments or for security reasons. The Bank shall promptly notify the Customer of any such changes.

14.1 When receiving customer orders by means of remote communication, the Bank may place phone calls to the Customer through employees that may be different from the Private Banker in order to confirm the identification and the transaction. Such phone calls may be recorded and shall be placed only to the contact phone number specified by the Customer in the "Identification Password for and Means of Communication" form.

15. The identification password shall be designated by the Customer, as well as by each of persons authorized by them by completing a standard form of the Bank. The designated password shall not contain any combination that is easy to detect (telephone number, date of birth, vehicle registration etc.)

16. Customers and persons authorized by them shall:

16.1. keep their passwords secret and take all necessary precautions against their becoming known to third parties. Customers and persons authorized by them shall not write down their passwords on any objects thus allowing them to become known to third parties.

16.2. use their means of remote access and identification only personally and in a responsible manner, including mobile devices, personalized security features, or others depending on the selected means of remote communication.

16.3. not allow the use of their means of remote access and identification by third parties; protect and control such means by taking all necessary measures to prevent their use by third parties.

17. In the event of Customers or persons authorized by them having forgotten the password, as well as in the event of a reasonable suspicion or detection that a third party might have illegally obtained an access to a password or means of remote access and identification, Customers or persons authorized by them shall immediately notify the Bank and shall take actions to have the password changed. The Bank shall not be liable for any operations, instructed by an

unauthorized person, until the moment when the notification is received.

18. For security reasons, the notification under the previous item shall be communicated in personal by phone or in writing by the respective person using the individual identification password. After being notified, the Bank shall block the remote access. The Customer and persons authorized by them shall be liable for any adverse consequences resulting from any unreasonably and/or improperly submitted notification.

19. The Bank shall not be liable for the damages, resulting from any service/s, if, prior to being notified of forgotten password or abuse of a password or means of remote access and identification, it has executed in good faith an order placed by a person who, based on unambiguous circumstances, was authorized to place such an order.

19.1 In the event that a Customer or persons authorized by them have recorded or stored their means of remote access and identification or personalized security features on an electronic or other durable medium, thus creating a prerequisite for their becoming known to third parties, or have communicated them to a third party, including to a family member or a relative, or have permitted the use of the services by a third party, they shall be deemed to have acted intentionally or with gross negligence, and the Bank shall not be responsible for any unauthorized actions of third parties who, by unauthorized access, may have caused damage to the Customer

20. Remote access to the services provided may only be unblocked when a new individual identification password is designated by completing a Password Identification form, including the ways and means for submitting orders to the Bank, if changed.

21. The Bank shall have the right to refuse rendering a specific service/s, if the Bank has a good reason to suspect that an unauthorized person is illegally using the identification.

22. Depending on the type of service, the Customer and persons authorized by them shall make sure that the Bank is promptly and properly provided with any required and

accompanying banking and other documents for the services, as may be required by the effective legislation, completed and signed by duly authorized persons.

III. RULES FOR USING THE PRIVATE BANKING SERVICES

Money transfers

23. Depending on the specific Agreement signed, the Bank shall make available to Customers the option to receive information on the status and operations under their bank accounts, as well as to distantly compile and submit orders for money transfers (by e-mail, fixed or mobile phone, as well as through the My Fibank e-banking platform, including the mobile application).

24. Any orders of the Customer for transfers to third parties placed by remote means shall be processed within an agreed daily limit of up to EUR 15,000 (fifteen thousand euro) or the equivalent in another currency.. At the Customer's request, the Bank may increase the daily limit, and shall not be required to give a reason in case it refuses to increase that limit.

24.1. Acceptance and execution of transfers to the state budget of the Republic of Bulgaria, including VAT payments, payments to accounts of the central budget, National Social Security Institute, National Health Insurance Fund, payments of contributions or interest for additional mandatory pension insurance, payments of other taxes or contributions due to the Territorial Directorate of the National Revenue Agency (TD of the NRA), including payments ordered by a remote means of communication, shall be executed without limit restrictions or up to the limits agreed with the Customer in the agreement for use of the My Fibank electronic banking, provided that such payments are made by the Customer as a taxable person in compliance with the relevant internal bank procedures.

24.2. In cases where payment orders are placed by remote means, the required documents such as declarations or other

documents accompanying the transfer shall be provided by the Customer by email, signed and scanned, prior to initiation of the transfer. In the absence of the scanned documents, the transfer shall not be executed by the Bank. Customers shall also provide the originals of the documents to their Banker within 7 (seven) business days from the transaction date.

24.3. Payment orders placed by remote means shall be accepted by the Bank every business day from 9:00 to 17:30 (the working hours of the Private Banking Department of Fibank). Orders placed outside the working hours shall be deemed to have been received by the Bank on the next business day.

25. The Customer shall unconditionally agree and authorize the Bank, when processing the payment orders distantly received by the Customer, to debit the account indicated by the Customer and kept with the Bank and to register in the respective payment systems electronic messages on behalf and on the account of the Customer using the data supplied by the latter, through the distance communication means.

26. All transfers shall be processed in compliance with the conditions and procedure set out in the effective legislation, internal rules of the Bank and the applicable General Terms for opening and maintenance of bank accounts and provision of payment services (GTCPS).

27. Any instructions and orders made by the Customer to the Bank should precisely and unambiguously indicate the type of the requested operation and contain all the information required for its execution.

28. The Bank shall process transfers up to the limit of the available balance on the account and the admissible limit exceeding the remainder which might be agreed upon with the Bank (overdraft). Partial transfer shall not be processed.

29. The Bank shall process the transfer orders in order of their submission. Any order initiated by Customers or persons authorized by them and submitted to the Bank, may be withdrawn only by the Customer him/herself or by a duly

authorized person according to these requirements.

29.1. Cancellation of any orders submitted by Customers or persons authorized by them shall be made in the form and in compliance with the procedure for placing orders. Cancellation shall be acceptable only if the order has not been processed by the Bank for execution. Customers shall owe the Bank a fee for order cancellation/withdrawal.

30. The Bank may refuse to accept the execution of a payment operation or refuse to process an accepted order, in case of:

30.1. restrictions imposed by the effective legislation and the applicable payment rules, as well as any conditions that might exist with reference to the account kept with the Bank.

30.2. violations of the effective legislation, the Agreement with the Bank, or these GTC;

30.3. no balance is available on the Customer's account or the amount of the transfer exceeds the limit of remainder which might be agreed upon with the Bank (overdraft);

30.4. the order is incompliant in terms of form and procedure or does not contain all the requisites provided for by the applicable General Terms and/or the particular agreement.

31. The Bank shall not be liable for any delays in processing a payment order or denial to execute payments to/from the account, due to errors in payment orders or in case of incomplete or incorrect instructions provided by the Customer. The Bank shall not be liable in respect to compensations or claims and shall be entitled to the agreed remuneration for the actions already undertaken, including commission fees and expenses.

32. Customers shall submit orders to the Bank in writing, duly completed according to the Bank's requirements. Where orders (consents/requests of other transaction authorizations) are submitted remotely (by e-mail, fixed or mobile phone), a Bank employee shall contact the Customer for identification

and confirmation of the transaction, except for transfers under item 24.1., as well as for transfers to a Customer's credit card, issued by the Bank or by Diners Club Bulgaria, transfers to account of Fibank and transfers to accounts of third parties up to the levels of limits, determined by the Bank, available on Fibank's website www.fibank.bg/ section Private banking. The Customer shall, within 7 (seven) business days (and in the case of cash collection under item 35 et seq. within the same business day) provide the Bank with written confirmation of the order. The Customer agrees to be bound with the remotely placed orders and any legal consequences thereof. The Bank may refer to such orders as proof of consent for their execution until, and irrespective of the receipt of the written confirmation.

32.1 Orders placed through My Fibank, including through the mobile application, shall be executed subject to the terms and limits for execution of payment transactions under the agreement for use of My Fibank electronic banking between the Customer and the Bank.

Cheques

33. Upon the Customer's request, the Bank shall make payments under cheques drawn against it, issued by the Customer, to the amount of the balance available on the Customer's accounts. After the cheques are presented, the Customer shall sign any documents the Bank may request.

Issuance of Bank References and Certificates

34. Upon the Customer's request, the Bank shall issue bank references and certificates. If the Customer is unable to visit the Bank's offices, the requested documents shall be delivered by the Private Banker to a place agreed between the parties.

Cash Collection

35. Upon the Customer's request, when possible, the Bank shall collect amounts in cash from/to the Bank's offices. The Customer shall place orders for delivery from/to the office one day in advance. The Bank may execute the order on the submission date, if possible.

36. In case of a cash deposit, the cash to be collected shall be received by the Private Banker at a place indicated by the Customer outside the Bank's office. The amount shall be organized as a valuable shipment in conformity to the Bank's rules for organization of valuable shipments and, together with the documents signed by the Customer, that accompany the shipment (handover form, deposit slip, other documents accompanying the transaction that the Bank may require), shall be transported to a Bank's office.

36.1. The valuable shipment shall be opened in some of the Banks offices by a commission consisting of a cashier, the Private Banker and another employee of the Department who shall count the collected cash.

36.2. If the content of the valuable shipment corresponds to the amount indicated by the Customer in the deposit slip and the handover form, the Bank credits the Customer's account with the collected cash not later than the first working day following the day of collection.

36.3. If the cash collected is found to be less than the indicated one and/or forged/damaged banknotes/coins are found, the aforementioned commission shall compile a mismatch statement (a standard form of the Bank), to be signed by the commission members. In such case, the cashier shall inform the Customer by phone call. At the Customer's request, the Bank shall:

a) credit the Customer account with the amount indicated in the deposit slip and, based on the findings of the mismatch statement, debit the Customer account with the amount indicated in that statement. The Bank shall send the Customer copies of the deposit slip and the mismatch statement. A separate handover form shall signed by the commission for any retained suspicious banknotes;

or

b) return the entire amount to the Customer, at the Customer's expense and risk, retaining any suspicious banknotes/coins. A new handover form shall be signed between the Private Banker and the Customer for the

returned cash. In this case, the Customer shall owe the Bank fees for counting and collecting the cash, which shall be debited by the Private Banker from the Customer's account. A separate handover form shall signed by the commission for any retained suspicious banknotes, a copy of which shall be provided to the Customer.

36.4. If cash is missing in the shipment and the shipment is found to be integral at the moment when opened by the commission, the responsibility for the missing cash shall be on the Customer.

36.5. If the collected cash is found to be in excess, the commission shall draft a mismatch statement (a standard form of the Bank), to be signed by the commission members. In such case, the cashier shall inform the Customer by phone call. At the Customer's request, the Bank shall:

a) credit the Customer account with the amount indicated in the deposit slip and, based on the findings of the mismatch statement, credit the Customer account with the amount indicated in that statement and representing the difference between the amount collected and the amount indicated in the deposit slip. The Bank shall send the Customer copies of the deposit slip, the mismatch statement, and an accounting document for the established difference.

or

b) return the entire amount to the Customer, at the Customer's expense and risk, providing a signed copy of the mismatch statement. A new handover form shall be signed between the Private Banker and the Customer for the returned cash. In this case, the Customer shall owe the Bank fees for counting and collecting the cash, which shall be debited by the Private Banker from the Customer's account.

37. The Bank shall accept orders for drawing cash in excess to a specified limit, referred to in the Tariff. The Customer shall notify the Bank of the operation within the deadlines provided for in the Tariff. The Bank may execute the order on the submission date, if

possible, and shall charge an extra commission fee according to the Tariff.

38. In case the Customer places a request to withdraw an amount in cash, the Private Banker shall initiate a withdrawal transaction from the Customer's account specified in the request. An Employee of the Bank may contact the Customer for identification and confirmation of the transaction of the phone number specified in the "Identification Password and Means of Communication" form. After obtaining confirmation from the Customer, the Private Banker shall receive the amount ordered by the Customer at a cashier's desk of the Bank, as valuable shipment. The Private Banker shall deliver the valuable shipment to the Customer together with the documents prepared by the Bank such as a handover form signed by the cashier and by the Personal Banker, a withdrawal receipt and other documents accompanying the transaction. Upon delivery, the Customer shall count the delivered cash and sign the handover form and the above mentioned accompanying documents. By signing the handover form it shall be considered that the Customer has accepted the shipment and has no objection as to the type or number of banknotes received, and by signing the withdrawal receipt - that the Customer has ordered the transaction and has agreed to have their account debited with the amount indicated in the order.

IV. FEES AND COMMISSIONS

39. For the use of the Private Banking service, Customers shall owe the Bank monthly fees according to the Tariff. The monthly fee for the Private Banking service shall be collected by the Bank at the end of each calendar month, from the account of the Customer at the Bank specified in the Agreement.

39.1 In the case of insufficient funds on the Customer's account for payment of the fees owed to the Bank for a period longer than one month from the date on which they have become due, the Bank may directly debit any of the other accounts kept with the Bank in the Customer's name with the amount due, following the procedure of the GTCPS.

40. The Customer shall pay the Bank fees and commissions under the Tariff in connection with the performance of the Agreement and these GTC.

41. By signing this Agreement, the Customer gives their explicit and irrevocable consent to the Bank to directly debit any outstanding fees and commissions payable by the Customer under the Agreement and these GTC from all accounts of the Customer kept with the Bank, unless otherwise agreed in the Agreement.

42. In case of a premature termination of the Agreement, irrespective of the reason for that, the fees and commissions under item 40 and item 41 above shall remain due and not refundable.

V. RESPONSIBILITIES

43. The Bank, when processing payment orders, shall not control the conformity to the law, unless otherwise provided for by the law. The Bank shall not be liable when acting as a habitual banking agent with respect to any transactions the Customer may conclude with third parties in violation of the law.

44. If case of failure of the Customer to fulfill their obligations to the Bank in connection with the use of a service, the Customer may not make objections based on their relations with third parties.

45. Customers shall be liable for all damages and bear all losses, irrespective of their amount, that are caused by them or by persons authorized by them, in the event of use of the services provided that is incorrect or inconsistent with these GTC, including for all damages and all losses, irrespective of their amount, that are related to unauthorized payment transactions if those were caused by fraud and/or failure on the part of Customers or persons authorized by them to meet one or more of their obligations related to protecting passwords, means of remote access and identification or personalized security features, which the parties shall consider as default on the obligations of Customers or persons authorized by them under Art. 75 of the Law on

Payment Services and Payment Systems due to gross negligence.

46. The Bank shall not be liable for any damages incurred by the Customer or for any other adverse consequences, if the Bank has accepted and processed an order, that had appeared to be formally correct, but had been issued by an unauthorized person and the order was presented so that the Bank was unable to presume it being made by such a person.

47. The Customer shall perform their obligations under the Agreement in good faith. The Customer shall be fully responsible for the authenticity of the information supplied by him/her, any statements made and the preciseness of the data therein contained. The Bank shall not be liable for any damages, incurred by the Customer, as a result of untrue, imprecise, incomplete information, supplied by him/her, related to and required for the order execution.

48. The Bank shall notify the Customer in the event of a refusal or failure to execute an ordered transaction for reasons beyond the control of the Bank, unless there is a prohibition to provide such information under the current Bulgarian or EU legislation.

VI. TERM OF THE AGREEMENT. TERMINATION

49. The initial period for use of the Private Banking Service, shall be as specified in the Agreement.

50. If the Agreement expressly provides for automatic extension, upon expiry of each year the term of the Agreement shall be automatically extended for another year, unless either party notifies the other party of terminating the Agreement at least 30 (thirty) days prior to its expiry date.

51. Apart from the cases referred to in item 50 above, the Private Banking Agreement may be terminated at any time of its duration:

51.1. unilaterally by any party to the agreement by a 30 (thirty) day written notice to the other party;

51.2. unilaterally by the Bank by an one-month written notice, in the event the Customer fails to provide funds for payment of the membership fee due to the Bank for a period longer than one month, or in the event the Customer no longer meets the criteria for using the respective service.

51.3. unilaterally by the Bank, without prior notice due to occurrence or ascertainment of the occurrence of any of the circumstances indicated below, namely: upon inclusion of the Customer in sanctions lists, including of the UN Security Council, the European Union, the Office of Foreign Assets Control (OFAC) of the U.S. Treasury Department, the Ministry of Finance or the National Revenue Agency of the Republic of Bulgaria, or in other restrictive lists, including under the Law on Measures against Money Laundering or the Law on Measures against Terrorist Financing; due to use by the Customer of the services offered with the present GTC and the concluded Agreement for illegal purposes or fraud, as well as for provision of false information, when the provision of the correct information would have led to a refusal of using the “Private banking” service. Upon termination of the Agreement under this item, the Bank shall not owe to the Customer a refund of any prepaid charges.

VII. OTHER PROVISIONS

52. By the act of signing the Agreement and accepting these GTC, the parties agree that any orders, confirmations and any other instructions for putting them in effect shall be delivered/sent in writing, dated and signed by the duly authorized persons. The written form shall be deemed complied and with if submitted in the form of an electronic document signed with a qualified electronic signature, or through the My Fibank electronic banking. If so agreed, they shall also be distantly submitted (by fax, electronically, by fixed/mobile phone). In such cases, pursuant to item 32 above, Customers shall confirm the transaction to the Bank employee contacting them over the phone and then, within 7 (seven) business days (and in the case of cash

collection under item 35 et seq. within the same business day) provide the Bank with written confirmation of the order.

53. By the act of signing this Agreement and accepting these GTC, the Customer accepts and explicitly states to be bound with any distantly submitted orders and the legal consequences of such orders being processed by the Bank. The Bank may refer to such orders as evidence until the receipt of the written confirmation.

54. For security reasons, phone calls can be recorded and their records stored by the Bank. In the event of a dispute, the Bank may use such records as evidence.

55. The Bank shall have the right to amend unilaterally these GTC, for which it shall inform the Customer at least 3 (three) days before the amendment enters into force, in writing by placing an announcement in the Bank’s premises, sending of an electronic message, by phone, via email, at the correspondence address or in another appropriate way determined by the Bank, including by notification on the Bank’s website www.fibank.bg, or in the statement (report) of the account (card) of the Customer, or by another durable medium decided by the Bank.

55.1. When the Customer is a consumer the announcement shall be made at least 2 (two) months before the amendment enters into force.

56. The Bank shall provide these GTC with the upcoming changes to any Customer who may receive them, upon request, in paper form at an office of the Bank, as well as electronically, in accessible and convenient for storage form, by publishing them on its website at www.fibank.bg within the period prescribed under item 55, respectively two months in advance for Customers who are consumers.

57. In case the Customer does not agree with the amendments, he/she shall have the right, after paying off his/her debts towards the Bank to immediately terminate the Agreement (without owing any penalties or compensation in connection with the termination due to amendments in these GTC) before the proposed amendment enters into force, by a

written notification to the Bank effective immediately. If the Customer does not terminate the Agreement by the date of the proposed amendment entering into force, it shall be considered that he/she accepts the amendments and is bound by them.

58. As a controller of personal data, First Investment Bank AD shall act in compliance with the legislation of the European Union (EU) and the Republic of Bulgaria, including with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 - GDPR), effective 25.05.2018. Personal data of clients shall be lawfully processed in the presence of at least one of the conditions under Art. 6, para. 1 of the GDPR.

The Bank shall provide to each client a document containing the information on processing of personal data required by law and under Articles 13 and 14 of GDPR, as well as personal data protection information for users of payment services. Where necessary, the Bank shall update the information provided. The latest version shall be made available on paper or other durable medium at any time in the Bank's offices and on the website of First Investment Bank AD at www.fibank.bg.

VIII. APPLICABLE LAW

59. Any matters not regulated herewith shall be governed by the provisions of the effective Bulgarian legislation, the terms of the respective service used by Customers and the agreements signed between them and the Bank.

60. Any disputes between the Bank and the Customer in connection with the provision and use of the Private Banking Service, shall be settled by mutual agreement. In case such cannot be reached, the dispute shall be referred to the competent Bulgarian court.

FINAL PROVISIONS

61. These General Terms and Conditions were amended and supplemented by resolution of the Management Board of First Investment Bank AD effective 08.01.2024.