

PRELIMINARY INFORMATION FOR EXECUTION OF SINGLE PAYMENT TRANSACTIONS

I. GENERAL TERMS

1.1. The present Preliminary information for execution of single payment transactions (the Preliminary information) is applied to the single payment transactions which are not subject of a frame contract under the Law on Payment services and payment systems (LPSPS) and are executed by First Investment Bank AD with registered office in Sofia, Dragan Tsankov Blvd.37 with UIC 831094393, owning an universal banking license №: PД22-0857/07.05.2007, issued by the Bulgarian National Bank, which exercises supervision over the banking activity (hereinafter referred to as “the Bank” or “FIBank”).

1.2. First Investment Bank AD shall execute the following single payment transactions:

a) execution of a money remittance by granting cash at cashier's desk where FIBank is the bank of the Ordering party (Payer) and:

aa) The Payer deposits money on other person's account with Fibank (FIBank is a bank of the Payee as well);

bb) The Payer orders transfer to an account kept with another payment service provider;

b) execution of a money remittance via another payment service user (MoneyGram, Easypay, Express M) by granting cash at cashier's desk and the funds are received by another payment service provider without being transferred to a Payee's account;

c) receiving of a money remittance in FIBank via another provider, including MoneyGram, Easypay, Express M, by paying cash.

1.3. The Payment service user can use the services provided by the Bank related to single payment transactions only upon his identification which is done on a personal data basis by submitting an identification document and upon following the additional statutory and bank requirements, if any, as well as the identification procedures applied by the Bank.

1.4. The Bank shall ensure the execution of single payment transactions in terms and with value days according to LPSPS.

1.4.1. When FIBank is a bank of the Payer, depending on the type of the payment transaction and on the system through which it is executed the terms for execution are usually up to 4 working days when the payment transaction is within the European Economic Area (EEA) except when due to the nature of the transaction longer terms are required or it is outside of the EEA.

1.4.2. In case of depositing cash in a FIBank's account in the same currency in which the respective account is opened, the Bank shall provide the amount and shall define the accounting value day but not later than the next working day after the funds are received.

1.5. The Bank can define a final term within the working day for execution of payment orders (working time) after which every payment order shall be accepted as received on the following business day. The final term shall be defined according to the rules of the payment system through which the payment transaction is executed and shall be announced in the bank offices, on the internet website of the Bank or in another generally accessible way. This shall refer for the incoming payments as well.

1.6. When executing a payment transaction within the EEA the charges payable by the Payer and by the Payee are shared (SHA) – each one of them pays the charges of its own

payment service provider, unless the payment transaction requires currency exchange or in case the payments are in a currency different from the currency of a Member State and the Payment service user is not a consumer.

1.7. Money remittances through another provider shall be executed and received in the terms and according to the requirements of the respective provider and on the basis of the documents defined by him.

II. EXECUTION OF A MONEY REMITTANCE ORDER

Submitting of payment order

2.1. FIBank shall execute a money remittance on the basis of a duly filled in payment order in writing in a paper-based form on a Bank's template (deposit slip for transfers on account with FIBank; payment order for credit transfer for transfers to accounts with another payment service providers; payment order/deposit slip for payment from/to the budget) with contents in accordance with BNB Ordinance № 3 and Instruction 03-5009 of BNB.

2.2. For its accurate execution the payment order should contain correctly specified unique identifier, name of the Payee as well as data and information according to the statutory requirements and the particular payment transaction.

2.2.1. When the Payee's payment service provider is a bank, the Payer should provide the international bank identification number of the bank (BIC) and an international bank account number (IBAN) or other unique identifier of the Payee's account by filling them in the payment order.

2.2.2. When the Payee's payment service provider is not a bank, the Payer also gives an unique identifier of the Payee's account by filling it in the payment order.

2.2.3. The payment order should be submitted by the Payer who shall be responsible for the consequences which have occurred from its incorrect or incomplete drawing up.

2.2.4. By signing the payment order the Payer shall confirm that he is preliminary familiar with and accepts the terms of the Bank for its execution and that the input data and information are correct, accurate and complete. The Bank shall not be liable for non-execution or inaccurate execution of a payment transaction due to inaccuracy or invalidity of the unique identifier (IBAN) indicated by the Payer and/or of another data and information necessary for its accurate execution.

2.3. A payment order may be refused after being received by the Bank only if it is agreed between the Payer and the Bank up to a certain point in time in which the payment system through which the payment order is being initiated allows this, by means of a request in a written form. The Payer shall pay the Bank a charge for refusal (withdrawal) of a payment order.

2.4. Upon presenting a copy of the accepted payment order the Bank shall ensure at the Payer's disposal information regarding the payment transaction: registration number; value; currency; charges; exchange rate when applicable; the date of receipt of the payment order; and other applicable information.

Conditions for execution of a payment order

2.5. The Bank shall execute a payment order under the following conditions:

a) provision of a duly constituted payment order and other data and documents, required by a legislative act or agreed with the Bank;

b) The Payer should provide enough available balance for the execution of the initiated payment transaction and for the charges payable upon its execution;

2.6. The Bank shall transfer the full amount of the payment transaction. The execution of partial transfers under single payment orders is not allowed.

2.7. In case a payment transaction cannot be executed, the Bank shall, at Payer's request, notify him of the reasons for the

refusal and of the procedure for correcting the mistakes, if the non-execution is caused by factual mistakes, unless there is a prohibition for the provision of such information under the effective legislation of the Republic of Bulgaria or act of the European Union.

2.8. When providing payment services within the EEA in Euro or in other currency of a Member State, the Bank shall be liable in regards to the consumers for the execution of a payment transaction up to the point in time of receiving the funds by the Payee's payment service provider and under the time for execution in accordance with LPSPS.

2.9. When a payment order is executed in accordance with the unique identifier (IBAN) specified in the order, the order shall be deemed to have been executed correctly with regard to the Payee, specified by the unique identifier.

III. MONEY REMITTANCE RECEIPT

3.1. A money remittance can be received in the Bank without transferring funds on the Payee's account with FIBank. For that purpose the Payee should become acquainted in advance with the present Preliminary information as well as with the conditions of the respective payment service provider.

3.2. The Bank shall provide at Payee's disposal the amount of the transfer but not later than the working day in which the transaction has been registered in the system of the respective provider and when this is not in the working time of the Bank it shall provide the amount at Payee's disposal on the next working day. Funds which are not sought by the Payee in 7 (seven) days term shall be returned to the Payer.

IV. OTHER CONDITIONS

4.1. When a single currency transaction requires a currency exchange it shall be done by applying FIBank's reference exchange rate to the moment the transaction is executed. The users shall be considered notified for the reference exchange rates applied by FIBank with their announcement in the Bank's offices, as well as on its Internet website at www.fibank.bg.

4.2. For execution of single payment transactions the Users shall pay the Bank charges specified by type, amount and on terms pursuant to the valid, as of the date of their payment Terms and Conditions of FIBank, an integral part of the present Preliminary information.

4.3. The User shall be obliged to verify the execution of the payment transaction and shall require information from the respective payment service provider. In case the User finds out that a payment transaction has been executed incorrectly he shall be obliged to immediately inform the Bank by submitting a written objection. If the Bank does not receive a written objection within 45 days from the date of performing the transaction, the Payment service user shall be considered to have approved the payment transaction and the notification of the Bank after this term shall be considered to be a groundless delay.

4.3.1. The Bank shall give its opinion and shall notify in writing the Payment service user of its position on the claim within 7 (seven) days from the date of its receipt by the Bank or from the date of the bank's acceptance of all documents proving its sustainability.

4.3.2. If the Payment service user does not agree with the Bank's position on his claim, he has the right to refer the dispute for consideration by the Conciliation Commission on Payment Disputes to the Commission of Trade and Consumer protection.

4.4. The Payment service user shall give his consent for the Bank to keep, process and dispose to third parties the personal data received by him, including the payment system operators which are serving the payments and processing data in the country or abroad, for the purposes of the bank's activity and bank control, as well as in relation to their participation in quiz

programs and lotteries which they shall have the right to refuse upon implicit written notification to the Bank.

4.5. The Payment service user shall give his/her consent for using of payment services provided by the Bank, for security reasons to be photographed by technical means and telephone conversations to be recorded by the Bank and in cases of dispute the Bank shall have the right to use the records as means of proof.

4.6. The Bank shall bear no responsibility to the Payment service users who are not consumers in accordance with Art.56, Art.68 and Art. 70, para.1 of LPSPS.

4.7. The Bank shall fulfill payment transactions in accordance with the legislative and bank requirements and international standards in the field of measures against money laundering and terrorism financing.

4.8. Any matters not specifically referred to in the present Preliminary information related to the execution of single payment transactions shall be governed by the applicable provisions of the effective legislation as well as the acts of European Union.

4.9. The communication between the parties shall be done in writing in Bulgarian at the addresses of the Bank and of the Payment service user indicated in the submitted documents.

4.10. The present Preliminary information along with FIBank's Terms and Conditions shall be ensured at users' disposal at the bank offices or on its internet website at www.fibank.bg or by another way appropriate to the Bank on a durable medium and they shall be acquainted with them in advance.

4.11. Any disputes between the Parties concerning the execution and interpretation of the present Preliminary information and the particular agreements between the Bank and the Payment service user related to the execution of single payment transactions shall be solved by mutual agreement and if the parties fail to reach an agreement, each of them may refer the dispute to the competent Bulgarian court.

The present Preliminary information for execution of single payment transactions is adopted by the Managing Board of First Investment Bank AD.