#### **GENERAL PROVISIONS**

1. These General Terms and Conditions govern the terms and conditions under which CIBANK JSC (the Bank) provides consumer loans to individuals (Borrowers).

#### PURPOSE OF FINANCING/COLLATERALS

- 2.1. Consumer loans are intended for: financing the purchase of goods and services, medical treatment, purchase of real estate and movable property, recreation, travel, education, pursuit of professional qualifications, loan refinancing, operating costs coverage, purchase and installation of energy saving technologies for the purposes of improving household energy efficiency, etc. For consumer loans ABOVE BGN 10,000, the Borrower shall be required to declare the purposes of the financing. For loans below that amount, the declaration of purpose shall be at the discretion of the Bank regarding the specific credit product. 2. Depending on the type of collateral, the Bank provides the following consumer loans (credit products) to individuals:
- 2.2.1. Consumer loan secured by a pledge on future receivables or guarantee by individuals:
- Consumer loan under the Classic, Advance, Partners, or Premium product bundles or the program DZI Insurance Agents, intended for funding current needs and/or refinancing loans granted to the Borrower by CIBANK and/or other banks;
- Consumer loan under the Energy Efficiency program, for purchase and installation of energy saving technologies for improvement of household energy efficiency;
- Consumer loan under the credit program CI Professional, for financing of current needs and/or refinancing loans granted to the Borrower by CIBANK and/or other banks;
- I want a Baby consumer loan for funding of specialised infertility treatment procedures, assisted in vitro reproduction procedures, and stem cell freezing procedures;
- Third Age Consumer Loan for individuals at retirement age, for financing of current needs and/or refinancing credit liabilities
  of the Borrower to CIBANK and/or other banks;
- 2.2.2. Consumer loan, secured with a pledge on a financial asset (deposit) of the Borrower or a third party individual, for financing of current needs, purchase and installation of energy saving technologies for increasing household energy efficiency and/or refinancing of loans granted to the Borrower by CIBANK and/or other banks.

For all types of loans, the Bank requires as additional collateral a pledge on cash receivables on the existing accounts of the Borrower at CIBANK and accounts which will be opened at the Bank.

### REQUIREMENTS FOR THE BORROWER

- 3. The Borrower shall meet the following conditions:
- To be an active adult individual with permanent residence in Bulgaria;
- To have a current account at the Bank:
- To have no outstanding state and/or municipal debts;
- If the Borrower has credit liabilities under loans granted by CIBANK and/or other banks, they have to be classified as "regular exposures" as of the date of submitting the credit application.
- 4. In the event of consumer loans secured by a pledge on future receivables or guarantees by individuals, the Bank shall require the Borrower to have a fixed monthly (social security) income at an amount acceptable to the Bank and originating from:
- an employment/service relationship under an employment contract/order/contract for management and control with a minimum of 6 (six) months of service with the company-emploer as of the date of submitting the credit application; the Borrower is not in a probationary period or awaiting termination of the employment/service relationship, is not employed temporarily or seasonally, and has received regularly his/her employment/service remuneration;
- a freelance practice in the Republic of Bulgaria, which has been carried out for a minimum of one year before filing the credit application, and without a record of interruption of the activity during the six months preceding the credit application;
- pension.

### PROVISION OF PRE-CONTRACTUAL INFORMATION

5. Before the client is bound by a proposal or conclusion of a consumer loan contract, the Bank shall provide him/her with free precontractual information according to his/her preferences and on the basis of the conditions offered by the Bank under the respective credit products.

### AMOUNT, PERIOD AND CURRENCY OF THE LOAN

6. The amount, repayment period and loan currency shall be determined depending on the type of loan product, the Borrower's creditworthiness, the type and sufficiency of collateral offered and they shall be specified in the loan contract.

#### ANNUAL PERCENTAGE RATE

7. The Annual Percentage Rate (APR) of overdraft consumer loans shall be calculated using a formula specified in the Consumer Loan Act which reflects the total expenses on the loan for the Borrower - current or future (interest, fees, commissions, etc.). The APR shall be determined according to the specific loan amount and term.

### DISBURSEMENT OF THE LOAN

8. The loan shall be disbursed as a lump sum, after the envisaged collaterals have been established and the respective fees and commissions under the loan contract have been paid.

# INTEREST, FEES AND COMMISSIONS

- 9. Consumer loans shall bear interest at fixed or floating annual interest rates, as specified in the relevant Loan Contract signed between the Bank and the Borrower.
- 10. The floating interest rate shall be the sum of the variable bank interest rate (BIR) of CIBANK for loans in national/foreign currency for the relevant period and an agreed margin.

- 11. The Bank may change unilaterally the BIR of CIBANK for loans in national/foreign currency. The BIR amount shall be changed by a decision of the Bank's Management Board, in compliance with the adopted methodology, upon change in any of the following objective parameters and factors, by which the BIR is determined, namely: the weighted average value /in %/ of the cash resources borrowed by the BANK in the respective currency; the price of the new cash resources which the BANK may borrow at any time; the market interest indexes BIR, SOFIBOR, EURIBOR, LIBOR; the direct non-interest expenses related to the borrowed cash resources minimum required reserves, the amount of the contribution to the Deposit Insurance Fund; the legislation and/or regulations of the Bulgarian National Bank;
- 12. The Bank shall inform the Borrower of any changes in the applicable BIR by putting information in its bank offices and by sending a written notice to the Borrower to his/her last known address. If the Borrower does not accept the change, he/she may notify the BANK in writing about that and terminate the contract, while repaying the entire outstanding amount of the loan by the date of entry into force of the new BIR. Any failure of the Borrower to repay the outstanding amount of the loan within the specified period shall be deemed an act of acceptance of the changed BIR.
- 13. The accrual of due interest shall begin on the date of the first drawdown of the loan. For the purposes of interest accrual, the year is deemed to consist of 365 days.
- 14. The Borrower shall pay with own funds the fees and commissions specified in the loan contract within the set terms or they shall be deducted by the Bank at the expense of the amount granted under the loan.
- 15. The Bank shall charge the following fees and commissions on the granted consumer loans:
- One-off application and review fee payable upon filing an application for obtaining an overdraft consumer loan;
- One-off processing and management commission accrued on the amount of the approved loan and payable upon loan utilization:
- Annual management fee charged on the outstanding loan, where the first fee shall be due upon utilization of the loan and each consecutive one shall be due upon the first installment for each consecutive year of the loan term;
- Fee for renegotiation of the loan conditions, which shall be accrued on the outstanding loan amount and payable upon signing an annex to the loan contract;
- Fee for changing the date of payment of the monthly installment, which shall be payable on depositing an application for such a change;
- Fee for changing a registered pledge;
- Fees and commissions for the current account servicing the loan as well as for the used bank card (if any) as stated in the Bank's Tariff.
- Other fees and commissions depending on the specific credit product.
- 16. The type and amount of fees and commissions applicable for the respective loan product shall be listed in its product card and in its respective Loan Contract signed between the Bank and the Borrower.

The Borrower shall pay all fees and other expenses related to the establishment, changes, and deletion of collaterals for the loan.

#### LOAN REPAYMENT

- 17. A loan repaid in equal monthly annuity installments (including principal and interest) shall be repaid on the dates and in the installment amounts indicated in the repayment schedule. The schedule is an integral part of the loan contract and shall be updated automatically by the Bank upon any change in the BIR, in which case the Bank shall prepare automatically a new repayment schedule for the outstanding debt, agreed with the revised rate of interest while keeping the duration of the contract without having to sign an annex to the loan contract.
- 18. If the parties have agreed a grace period for repayment of principal or the principal on the loan is paid off as a lump sum upon the expiry of the loan contract during the grace period, respectively, within the period of use of the principal, interest shall be charged on the principal disbursed and paid monthly on the 20th (twentieth) day as from the date of loan disbursement.
- 19. The Borrower may at any time repay fully or partially its obligations under the loan contract prior to the agreed deadline. The Bank allows early prepayment provided the Borrower has lodged a written request and provided the amount for early repayment on the account servicing the loan.
- 20. The Borrower shall not owe any fee for early repayment of the loan.

## RIGHT OF WITHDRAWAL FROM THE CONTRACT

- 21. The Borrower may, without any compensation or penalty and without giving any reason, withdraw from the signed consumer loan contract within a 14 (fourteen)-day period as from the date the contract was signed. To exercise his/her right of withdrawal, the Borrower shall:
- Send a written notice to the Bank about his/her willingness to do so before the end of the expiration of the set period. The notice shall include the Borrower's full name, ID and telephone number and be deposited at the division of the Bank where the contract was signed or sent by post by registered mail or a letter with return receipt to the address of the BANK division where this contract was signed;
- Return to the Bank the loan principal, together with the interest accrued on a daily basis from the date of first absorption of the loan funds to the date of returning the principal without undue delay, but in any event not later than 30 /thirty/ calendar days as from sending the notice to the Bank;
- The withdrawal made by the Borrower shall enter into force and the loan contract shall be terminated only if the conditions and deadlines have been met. Otherwise, the contract shall not be deemed terminated.
- 22. In the event of withdrawal on the part of the Borrower from the loan contract, the Bank shall not have to return the fees and commissions collected until that moment.

#### ADDITIONAL PROVISIONS

23. In case of any differences between the provisions of these General Terms and Conditions and the consumer loan contract and/or contract/s for establishing a pledge on collateral(s), the provisions of the respective contract shall prevail.

- 24. In case of any differences between the provisions of these General Terms and Conditions and the imperative legal framework, the provisions of the existing Consumer Loan Act shall be applied.
- 25. The Bank reserves its right to update these General Terms and Conditions, and in case of amendments hereto, the Bank shall promptly notify its clients of the changes and the last update by displaying them at the Bank's offices and via its electronic channels.

These General Terms and Conditions were approved by the Management Board of CIBANK under Minutes No 38/06.10.2011, in force from 15.10.2011r, amended with Protocol No 29/02.08.2012