

TERMS AND CONDITIONS FOR CORPORATE CLIENTS LOANS AND BANK GUARANTEES

in force from 01.01.2026

GENERAL PROVISIONS

These Terms and Conditions aim to provide the corporate clients of DSK Bank AD with information about the interest due on loans, the total costs related to the utilisation and early repayment of loans, as well as the total costs related to the issuance and administration of bank guarantees. The Terms and Conditions also provide information on the documents required for granting loans and issuing bank guarantees.

INTEREST ACCRUAL PROCEDURE

The Bank provides loans to corporate clients in national and foreign currency. Regular interest is accrued on the granted loans, formed by a variable reference interest rate — 1M EURIBOR or the Euro VWDI (Volume-Weighted Deposit Index) for loans in EUR, and 1/3/6 Month CME Term SOFR for loans in USD — plus an agreed risk premium according to the term and currency of the loan. The specific amount of the margin is set out in the loan agreement.

The reference interest rate is an interest rate benchmark or index and/or indicator, officially published on the BNB website, or a combination of such indices and/or indicators. The VWDI represents a volume-weighted deposit index calculated on the basis of the BNB interest rate statistics on interest rates and volumes of euro time deposits over 1 day up to 3 months for the Non-financial Corporations and Households sectors in the banking system in the Republic of Bulgaria.

The value of the reference interest rate changes monthly on the interest payment date specified in the agreement. The change in the reference interest rate is valid and applies for the next interest period (from the respective interest payment date to the day preceding the next interest payment date). If the value of the reference interest rate becomes negative, for the purposes of calculating the Interest on the Loan this amount is deemed to be zero.

For loans where the Bank has agreed to apply VWDI as the reference rate to calculate the variable interest, for each interest period the Bank applies the VWDI value announced by the Bank on the first business day of the respective month. In the event of interrupted continuity of BNB data publication and the Bank is unable to calculate and publish its value on the first business day of the month, the Bank uses the last value published by it until a new one is announced. The variation of the reference interest rate is binding on the parties until full repayment of the loan.

Information on applicable reference values is available on the website of DSK Bank AD (www.dskbank.bg), on the EURIBOR administrator's website www.emmi-benchmarks.eu, and on the CME website for Term SOFR www.cmegroup.com/market-data/cme-group-benchmark

[administration/term-sofr.html](#) for 1/3/6 Month CME Term SOFR. The methodology for calculating the Euro VWDI is available on the DSK Bank website.

If the interest rate benchmark or index and/or indicator used by the Bank in determining the agreed reference interest rate ceases to be produced or is materially changed, the Bank shall, within 3 months, determine a new reference interest rate on the basis of which the interest shall be formed by using: (a) another appropriate interest rate benchmark; or (b) an index and/or indicators officially published on the BNB website, or a combination of such indices and/or indicators representing statistical information relating to the banking system on the local market. Until the new reference interest rate is fixed, the value of the reference interest rate used so far shall apply.

The interest rate benchmark under item "a" is considered appropriate if it relates to the same currency, has the same maturity and meets the criteria for an official interest rate benchmark, in accordance with Regulation (EU) 2016/1011 of the European Parliament and of the Council. It is acceptable that the interest rate benchmark also applies to another currency where the two currencies can be considered interchangeable. The indices and/or indicators under item "b" shall be at least tailored to the currency of the interest rate benchmark/index and/or indicators that are replaced, and may be based on a combination of currencies, where these currencies may be considered interchangeable. The new reference interest rate, in addition to the elements under items "a" and "b", includes a compensating allowance or discount, in order to keep unchanged the final interest payable by the client on the date of replacement. Upon replacement of the reference interest rate, the Bank notifies the client by publishing a notice on the Bank's website and in the Bank's branches containing information on the new reference interest rate, the compensating allowance or discount and the effective date of the replacement.

At the client's request, the Bank may, at its discretion, negotiate loans with a different reference interest rate and/or a different reset period, with a fixed interest rate, as well as in another currency.

Interest on the granted loans is calculated on a 360-day year basis and is accrued for the actual number of days the loan is utilised, except for the business credit card limit where interest is calculated on a 360-day basis and 30 interest-bearing days monthly. Interest on the loans is simple, it is accrued daily on the actually disbursed amount under the loan and is collected on the dates and according to the agreement reached with the client after the end of the respective interest period. Each interest period includes the days from the date when the respective interest payment is due until the day preceding the date of the next interest payment due, with the first interest period beginning on the date of the first drawdown under the loan.

As of the repayment date of the receivable under the loan, only interest matured as of that date is collected. This principle also applies in the event of early repayments under a regularly serviced loan (regardless of its type), made upon the client's instruction (on a date other than the agreed maturity date) in cases where the agreement is not to be terminated. These interests are due and collected on the closest next agreed monthly maturity date. Accrued non-maturing interest is collected upon full repayment of the Bank's receivable (at maturity or early) when the loan agreement is to be terminated at the same time.

DELAY INTEREST

In case of a delayed payment of the principal under the terms of the agreement and the repayment plan, the Bank collects, on the matured and overdue portion, in addition to the regular interest, a penalty surcharge.

In case of a delayed payment of the interest due under the terms of the agreement, the Bank collects, on the non-matured principal of the loan, in addition to the regular interest, a penalty surcharge. The Bank has the right to apply this penalty surcharge also in the event of any other default on the agreed terms, until the default is remedied.

Where the Bank makes a payment on a bank guarantee issued by it, the Bank's receivable for the paid amount is formalised as an immediately payable loan and statutory interest is charged on this amount. Statutory interest on the payable loan is accrued daily on the loan amount and is due from the day when the Bank makes payment under the guarantee until the complete repayment of the amounts due by the originator, including by enforcement.

For business credit card limits a monthly statement due date is specified, which is the start of the grace period regarding interest. If, within the grace period, the client repays the entire amount utilised as of the statement date, no interest is charged on the utilised amount for the previous reporting period.

For credit cards with a minimum revolving amount of 100%, if the client does not repay in full the amounts due for revolving during the grace period, the outstanding amounts from transactions as of the statement date start bearing an annual interest rate agreed in the credit limit agreement, effective from the day following the grace period expiry.

For credit cards with a minimum revolving amount of 5%, if the client does not repay in full the amounts due for revolving during the grace period, the outstanding amounts from transactions as of the statement date start bearing the contractual interest rate increased with an additional late-payment surcharge and penalty, as agreed in the credit limit agreement.

From the date of early chargeability of the Loan or from the due date of the final maturity, the Bank accrues statutory interest on the amount of the outstanding principal of the loan until its complete repayment, including by enforcement.

EARLY REPAYMENT

The Client has the right to repay the granted loan in full or in part early. In such cases, the Client pays the relevant fee under the Interest Rates, Fees and Commissions Tariff of DSK Bank AD effective as of the repayment date, unless otherwise stipulated in the agreement. The amount of the fee and the method of calculation and collection are indicated in the loan agreement.

Early repayments on the principal are posted to the closest maturing instalments under the agreed repayment plan.

If the loan is not repaid in the currency in which it was disbursed, the repayment amount is restated at the Bank's "buy" and "sell" rates for the respective currencies as of the transaction day (or at an individually approved exchange rate), after which it is posted as repayment of the debt.

COST OF LOANS AND GUARANTEES

For the granted loans and issued guarantees borrowers pay fees and commissions in accordance with the Interest Rates, Fees and Commissions Tariff of DSK Bank AD, effective as of the time these are paid, unless otherwise stipulated in the agreement, as well as all costs incurred for valuation, insurance, establishment, deletion and renewal of the accepted collateral and the associated attorneys' fees, and the debt collection costs, including by enforcement.

The loan applicant pays a fee for examining a loan application or renegotiation of a loan/bank guarantee, which is paid upon filing the application and is not refunded if the Bank does not approve the granting or renegotiation of the loan.

As of the date of the loan agreement, the borrower pays a commitment fee, which is accrued on the undrawn portion of the loan amount, as well as a management fee for the granted loan in an amount and upon maturity as stipulated in the agreement. The commitment fee is charged daily and is payable once per month on the interest payment date.

PAYMENT RELATED OBLIGATIONS

Loans are disbursed and repaid through the borrower's current account opened with DSK Bank, which is specified in the loan agreement. To open and maintain a current account, fees are payable in accordance with the effective Interest Rates, Fees and Commissions Tariff of DSK Bank at the time when the respective fee is collected.

OBLIGATIONS RELATED TO INSURANCE OF COLLATERAL

DSK Bank AD has concluded an agreement with OTP Insurance Broker EOOD (hereinafter referred to as the "Broker") for the provision of insurance brokerage services for insuring and maintaining the insurance coverage of property subject to collateral in favour of DSK Bank.

The Client (borrower or third party providing collateral subject to insurance) has the opportunity to use the services of the Broker when insuring the collateral under the transaction by concluding an assignment agreement with the Broker.

If the Client does not take advantage of the opportunity to conclude an insurance contract through the Broker, the Client is obliged to provide the Broker with an insurance policy for insuring the collateral under the transaction, as well as a document for paid insurance premium or an instalment of the insurance premium, at the email address: office@otpbroker.bg or at the address: Sofia, 73 Alexander Stamboliyski Blvd., 4th floor — for OTP Insurance Broker EOOD.

REQUIRED DOCUMENTS FOR LOAN/GUARANTEE APPROVAL

In case a client is interested in taking a loan, the client submits the following basic documents:

- Loan application and the declarations in the Bank's forms attached to the application.
- For entities not subject to registration with the Commercial Register:
 - Certificate of current legal status (from the competent district court or from BCCI with respect to commercial representative offices of foreign entities; for foreign legal entities — electronic extract from an official electronic commercial register where possible or a certificate from the relevant register, the latter valid for 1 month, with apostille or legalisation, where applicable).
 - Current Articles of Association / Constitutive Act / Company Agreement (for foreign legal entities — notarised copy from the original, with apostille or legalisation, where applicable, or an electronic extract from an official electronic commercial register where possible).
- Permits/licences/registration in other special registers (if such are required for the trader's business, including for the collateral provider).
- Financial statements for the last 2 years and for the latest current period, certified by an auditor.
- Audit report for the last financial year and the explanatory notes to the financial statements / consolidated statements.
- Tax return for the last financial year (in case no audited financial statements are prepared).
- Other documents at the Bank's discretion certifying the financial condition and the rationale of the requested loan.
- Documents certifying the ownership and status of the proposed collateral.
- Market valuation of the proposed collateral, performed by an external valuer acceptable to the Bank.

REQUIRED DOCUMENTS FOR LOAN/GUARANTEE CONCLUSION

- Resolution of the competent body to use, respectively, secure the loan at the approved parameters.
 - * Certificate under Art. 87, para. 6 of the Tax and Social Security Procedure Code (TSSPC) evidencing absence/presence of public obligations in cases where existing public obligations were established in the certificate under Art. 87, para. 11 of the TSSPC (received electronically) or in a previously presented certificate under Art. 87, para. 6 of the TSSPC.
 - ** Upon request on behalf of the Bank, a certificate for absence/presence of bankruptcy proceedings issued by the competent district court, which establishes the absence/presence of petitions filed by other creditors to open insolvency proceedings in case of contradictory data received from the legal information systems.
 - *** Certificate of absence of liquidation proceedings for traders not subject to registration with the Commercial Register.

REQUIRED DOCUMENTS FOR LOAN DISBURSEMENT / ISSUING A BANK GUARANTEE

- Certificate from the relevant register (Property Register, Central Register of Special Pledges, Central Depository, etc.) according to the type of collateral, reflecting the collateral established in favour of the Bank and certifying that the Bank is a first-ranking creditor. The non-encumbrance certificate from

the relevant property register shall cover a period of 10 years back and shall be issued by lot of the property or by the files of all persons who owned the property during the 10-year period.

- Valid insurance of the collateral transferred in favour of the Bank, and documents evidencing payment of the insurance premiums.
- Other documents at the Bank's discretion.

The listed documents are provided by the borrower, co-debtor, guarantor, third party providing collateral under the loan, as well as, at the Bank's discretion, by related parties, and the Bank may additionally require other documents.

* The certificate shall be issued no more than one month before concluding the loan agreement, but after the date of the certificate under Art. 87, para. 11 of the TSSPC or the previously presented certificate under Art. 87, para. 11 of the TSSPC.

** The certificate provided by the person establishing collateral (loan applicant, co-debtor or third party) shall be issued after the date of the checks performed in the legal information systems.

*** The certificate provided by the person establishing collateral (loan applicant, co-debtor or third party) shall be issued no more than one month before concluding the loan agreement and, in other cases — no more than two months before concluding the loan agreement.