

GENERAL TERMS AND CONDITIONS FOR PROVIDING FAST LOANS

I. GENERAL PROVISIONS.

1. These General Terms and Conditions apply to Fast Loan agreements, which DSK Bank AD (Lender) provides to individuals and represent an integral part of the respective loan agreement.

II. LOAN UTILISATION

2. The loan shall be utilized through a current account of the Borrower, opened with DSK Bank.

3.1. The loan shall be utilized one-off.

2.2. The Borrower shall have to drawdown the loan within 30 days in effect from the date of the loan agreement. Upon expiration of this term, the commitment of the Lender to provide the loan shall end.

3.3. The Borrower may agree to utilize the loan in a currency other than the agreed currency of the loan. In these cases the amount of the authorized loan shall be converted at the exchange rate set for the day by the Lender for non-cash operations.

3.4. In case the Borrower fails to make payments under this or another loan agreement with the Lender, the Lender shall have the right to refuse or suspend the utilization of each of the loans granted to the Borrower until the default is eliminated or to accelerate the repayment of the utilized amounts of loans granted to the Borrower. 432 of the Commercial Act.

III. INTEREST LOAN EXPENSES

4.1. The loan shall bear interest at a fixed interest rate.

4.2. Interest shall be accrued on the utilized and outstanding portion of the loan and shall be paid monthly.

4.3. When accruing interest, the month is counted as 30 (thirty) days, and the year as 360 (three hundred and sixty) days.

4.4. The interest rate per day shall be calculated by dividing the agreed interest rate under the respective loan into 360 days.

5. The Borrower shall pay to the Lender fees

Borrower's signature:

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and commissions, according to the Tariff for interest, fees and commissions, which DSK Bank applies services provided to the client. When the Borrower fails to pay the amounts due, the amount of the debt shall be increased by the same amount.

6.1. The annual percentage rate of charge (APRC) expresses the total costs as an annual percentage of the total loan amount. The APRC amount shall be specified in the repayment plan, an integral part of the loan agreement and shall include:

a) interest

b) fees that the client owes to the Lender, according to an Appendix - extract from the Tariff of the Bank

c) an opening fee and a monthly maintenance fee for the current account through which the granted loan shall be serviced, and a monthly maintenance fee, only if the current account is opened on the day of registering the loan application with the Lender, and it is not included in a payment package of the Lender, used by the client, as a condition for preferential interest on the loan;

6.2. The APRC does not include the following costs and fees, which shall be covered by the Borrower:

a. the costs and fees that the Borrower shall pay in case of default on his/her obligations under the loan agreement;

6.3. The APRC upon concluding the agreement shall be calculated on the condition that the loan is utilized immediately and completely.

6.4. The Borrower shall pay a renegotiation fee, according to the Tariff for interests, fees and commissions of DSK Bank, effective as of the date of the respective action.

6.5. The total amount due by the Borrower, specified in the repayment plan, shall include the loan principal and the expenses under item 6.1.

IV. REPAYMENT

7.1. The interest and principal installments due monthly shall be collected automatically on the maturity date by the Lender from the balance on the Borrower's current account,

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opened with DSK Bank as stipulated in the loan agreement. Fees, expenses and other amounts due under the agreement and these General Terms and Conditions may also be collected from the agreed repayment account. In case of delay, the installments shall be collected upon each receipt of amounts on the current account until its repayment.

7.2. The due monthly installments shall be repaid in the currency of the loan. If the currency of the loan is different from the currency of the current account, the amount of the monthly installment shall be converted at the rate of the Lender for non-cash transactions on the repayment date.

7.3. When the due date under item 7.1 falls a non-business day, the due monthly installments shall be collected automatically by the Lender on the first business day after it.

8.1. The borrower shall have the right at any time to prepay part or all of the remaining loan, and the Lender shall have no right to refuse to accept the prepaid amount.

8.2. Amounts above the due monthly installments shall be repaid by an order in writing on behalf of the Borrower according to the form of the Lender.

8.3. Upon repayment of an amount exceeding the amount of the monthly installment under the repayment plan, the Borrower shall not be released from paying each subsequent monthly installment, in the amount and within the term under the repayment plan. The overpaid amounts shall be applied to reduce the balance and the term of the loan at the expense of the last installments under the repayment plan without changing the amount of the monthly repayment installment.

8.4. In case of one-off repayment of at least two monthly repayment installments in excess of the due monthly installment, upon the Borrower's request in writing, the due interest and principal monthly instalments shall be recalculated, while keeping the loan repayment deadline. The Borrower shall be provided with an individual repayment plan, which shall be updated on the first maturity date following the date of the request in writing, considering the remaining months until the loan repayment deadline. A copy of the restated repayment plan shall be provided

to the Borrower upon his/her appearance in an office of the Lender.

9.1. The Borrower shall not have to pay compensation to the Lender in case of prepayment.

9.2. Prepayment shall reduce the total cost of the loan, and this reduction relates to the interest and costs on the prepaid amount for the remainder of the loan term.

V. OBLIGATIONS OF THE PARTIES

10. The Borrower undertakes:

- 1.to use a current account with DSK Bank;
- 2.to provide on its current account at the latest on the due date an amount at least equal to the due repayment installment (principal, interest, as well as fees and commissions, if payable);
- 3.to repay the loan under the terms of the Agreement;
- 4.to provide the Lender with any requested information and documents relating to the utilization and repayment of the loan, as well as with the information needed to assess the Borrower's creditworthiness during the term of the loan, in accordance with Art.61 of the Credit Institutions Act. In case of failure to submit this information or in case of presenting incorrect information, the Lender shall have the right to accelerate the loan;
- 5.to notify the Lender in case of change of his/her place of work, place of residence, some of his / her addresses stated in the loan agreement or upon retirement.

11. The Lender undertakes:

- 1.To provide the authorized loan under the agreed terms and conditions.
- 2.To provide in its offices, upon request and free of charge to the Borrower information on the status of the loan, during the term of the loan agreement, in the form of an account statement on the payments made and a repayment plan for the future payments;
- 3.To provide information to the Borrower on the movements on the current account servicing the loan - the information shall be provided only to the account holder.

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Lender's signature:
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VI. COLLATERAL

12. The loan shall be provided without collateral.

VII. LIABILITY AND SANCTIONS

13.1. In case of delayed payment of the monthly installment from the day following the due date specified in the Agreement, the portion of the installment representing the principal shall bear interest at the agreed interest rate, increased by a penalty surcharge in the amount of 10 (ten) percentage points. If the Borrower repays the due monthly installment by the seventh day after the due date, the penalty surcharge shall not apply.

In case of delayed payments of the principal and/or interest for longer than 90 days, the entire outstanding balance of the principal shall be accelerated. The consequence under the previous sentence shall occur automatically, and if required by law - upon notification to the Borrower, sent to the last indicated correspondence address.

From the loan due date - at final maturity (loan repayment deadline) or earlier, the entire outstanding balance of the principal shall bear interest at the statutory rate under Art. 86 of the Obligations and Contracts Act, until the complete repayment of the debt, including by enforcement

The Lender shall have the right to accelerate the loan also in the following cases:

- 1.in case of failure to repay on time the agreed interest and/or principal repayments
- 2.The Borrower has provided incorrect information to the Lender before the authorization and/or during the servicing of the loan;
- 3.The Borrower fails to fulfill its obligation to provide access and to render assistance to the Lender in carrying out inspections.
- 4.in case of any other default on behalf of the Borrower on the clauses of the Agreement and these General Terms and Conditions, as well as in other cases provided by law.

14.2. The accelerated loan shall be stated as overdue and shall bear interest in compliance with item 13.3.

14.3. In case the Borrower uses more than one loan granted by the Lender, the Lender shall have the right in case of prepayment of one loan due to serious deterioration of the financial condition of the Borrower, to accelerate also the other loans used by the Borrower, whether they are regular or not.

14.4. The Bank shall exercise its right under item 14.3. by sending to the Borrower an invitation to repay the outstanding amounts within 2 weeks upon receipt of the invitation. After the expiration of this term, the other loans indicated by the Lender shall be accelerated.

15. The required loan shall be collected in compliance with the applicable legal procedures. The enforcement fees to collect the receivable, paid by the Lender, shall be covered by the Borrower, in compliance with the current legislation, and the debt shall be increased by their amount.

VIII. OTHER COVENANTS

16. All the borrowers (co-debtors) shall be jointly liable to the Lender for the receivables under the loan agreement and according to these General Terms and Conditions, and the receivable may be collected from either of them completely and / or from their heirs according to their relevant shares.

17. The Lender shall have the right to transfer to a third party its rights under the loan agreement.

18. The life insurance of the Borrower, under which DSK Bank is also a beneficiary, shall not release the Borrower, respectively his/her heirs, from fulfillment of the obligations under the loan agreement and these General Terms and Conditions, except for the amount paid by the insurer and applied to repay the loan.

19. The personal data is processed for the purposes of the automatic exchange of financial information in the field of taxation according to the Tax and Social Security Procedure Code automatically in compliance with the Law of the European Union, the Personal Data Protection Act and the international treaties to which the Republic of Bulgaria is a party. In order to fulfill its statutory obligations, the Lender shall apply

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due diligence procedures for the clients, and shall also provide information to the National Revenue Agency.

IX. RIGHT TO WITHDRAW FROM THE CONSUMER LOAN AGREEMENT

20. The Borrower shall have the right, without having to pay any compensation or penalty and without stating any reason, to withdraw from the concluded consumer loan agreement within 14 days from the date of the loan agreement.

21. The right to withdraw from the concluded consumer loan agreement shall be deemed exercised provided that the Borrower sends a notification to the Lender before the deadline under item 20.

22. The notification under item 21 must be made on paper or another durable medium, ensuring the unaltered reproduction of the stored information, to which the Lender has access, in a way that can be proved in compliance with the current legislation.

23. When the Borrower exercises his/her right to withdraw from the loan agreement, he/she shall return to the Lender the principal and shall pay the interest accrued for the period from the date the funds under the loan were utilized to the date the principal was repaid, without undue delay and not later than 30 calendar days after sending the notification to the Lender on exercising the right of withdrawal. The interest shall be calculated on the basis of the agreed interest rate stipulated in the loan agreement.

24. The Borrower's withdrawal from the concluded loan agreement shall enter into force and the agreement shall be terminated if the notification is made within the term and in compliance with the procedure under items 20 and 21 and provided the condition under item 22 is fulfilled.

X. TERMINATION OF THE LOAN AGREEMENT

25. The loan agreement may be terminated:

a) in the cases under item 23 of these General Terms and Conditions

b) when the Borrower fully repays his/her obligations under the loan agreement, including also before the repayment deadline.

XI. OUT-OF-COURT SETTLEMENT OF

DISPUTES

26. The Lender shall consider each received objection in connection with a consumer loan and shall notify in writing the sender of the objection of his/her decision within 30 days upon receipt.

27.1. In case the Lender fails to consider within the term provided for under item 31 and when the decision of the Lender does not satisfy the Borrower, the Borrower shall have the right to refer the dispute for consideration by the conciliation commissions established under Chapter Nine, Section III of the Law on Consumer Protection when his/her rights and legitimate interests have been infringed upon.

27.2. The submission of an objection or complaint by the Borrower in connection with the consumer loan agreement is not a mandatory prerequisite for initiating conciliation proceedings under item 27.1.

28. The Borrower shall have the right to file complaints relating to consumer loan agreements or to credit intermediary agreements for consumer loans to:

1. the Consumer Protection Commission as a body supervising compliance with the requirements of the Consumer Loans Act and the Consumer Protection Act:

Place Sofia, Postcode 1000
1 Vrabcha Str., fl. 3, 4 and 5.
Hotline 070011122
E-mail: info@kzp.bg

2. Sectoral Conciliation Commission for dispute resolution in the field of financial services, including the provision of remote financial services relating to the provision of consumer and mortgage loans:

Place Sofia, Postcode 1000
1 Vrabcha Str.
tel. 02/9330 577
web page: www.kzp.bg
e-mail: adr.credits@kzp.bg

The Commission has been recognized as an Alternative Dispute Resolution body meeting the requirements set out in the Consumer Protection Act.

Borrower's signature:

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