## **GENERAL TERMS AND CONDITIONS**

# FOR RENTING SAFE DEPOSIT BOXES AT THE PUBLIC VAULT OF THE BULGARIAN NATIONAL BANK

#### I. GENERAL PROVISIONS

- 1. Under these General Terms and Conditions and the concluded agreement, the Bulgarian National Bank, hereinafter referred to as the Bank/BNB, shall rent safe deposit boxes to government institutions, establishments, bodies, natural persons and legal entities. The General Terms and Conditions for Renting Safe Deposit Boxes shall form an integral part of the rental agreement for a safe deposit box at the Bank's Public Vault.
- 2. The safe deposit box may be used only for storage of valuables, documents, manuscripts, collectors' collections and similar items. The items stored in a safe deposit box shall have no declared value and contents.
- 3. The locking mechanism for each safe deposit box shall have two different locks. When entering into a rental agreement for a safe deposit box, two identical keys, bearing the same number (one of them a reserve key) shall be provided to the hirer. Upon vacating the safe deposit box, the hirer shall return the pair of keys provided to him.
- 3.1. The key of the second lock, other than those that the hirer is given, shall be held by a guardian of valuables in the Public Vault.
- 3.2. The BNB shall have no reserve keys for already rented safe deposit boxes.
- 4. The pair of keys shall be set up when renting a specific safe deposit box in the presence of the hirer.
- 5. Hirers shall not be entitled to make copies, to own and use copies of the keys of rented safe deposit boxes.
- 6. The opening and closure of a safe deposit box shall be only possible when the keys of the two locks are used in a certain sequence. Without hirer's key of the safe deposit box, its opening and closing shall be impossible.
- 7. The Bank shall accept and enforce preservation orders on the contents of safe deposit boxes in accordance with the legislation of the country.
- 8. The safe deposit boxes provided shall be for personal use only. The transfer of a safe deposit box from one hirer to another or from a hirer to an authorised representative, as well as from a natural person to a company and from a company to a natural person shall not be allowed.

Heirs shall not be allowed to re-rent a safe deposit box.

9. For the rental of a safe deposit box in the Public Vault, an application shall be submitted (Annexes 1 and 1a) with a validity of 1 (one) year from the date of the reference number of the same. If no safe deposit box is provided within that period, the application becomes invalid.

#### II. CONCLUSION AND TERM OF THE SAFE DEPOSIT BOX RENTAL AGREEMENT

- 1. Only one person shall be a party to the safe deposit box rental agreement. A separate safe deposit box rental agreement shall be concluded for each safe deposit box.
- 2. Safe deposit boxes shall be hired in person or through an authorised person (an authorised representative), and the power of attorney shall be in writing, with authoriser's signature being certified by a notary public.
- 3. The safe deposit box rental agreement shall be signed by the BNB General Secretary or by persons authorised by the General Secretary.
- 4. When concluding the agreement and exercising the rights thereunder:
- 4.1. natural persons Bulgarian citizens, shall certify their identity with each of the documents referred to in Article 13, paragraph 1 of the Law on Bulgarian Personal Documents;
- 4.2. natural persons Bulgarian citizens, holding identity documents issued by the authorities of another country, shall certify their identity only with Bulgarian identity documents in accordance with Article 12, paragraph 2 of the Law on Bulgarian Personal Documents;
- 4.3. natural persons who are not Bulgarian citizens shall certify their identity with a passport, identity card or other identity document pursuant to Article 14 of the Law on Bulgarian Personal Documents;
- 4.4. Legal entities traders and non-profit legal entities shall provide a unique identification number, an excerpt from another official public commercial or company register in the Member State where the entity is registered; and the identity document of the person representing them or of a person authorised by them; where the data necessary to identify the entity do not fall within the scope of the commercial or other relevant public register or are not publicly available, certified copies of registration decisions shall be submitted by the persons; other legal entities and entities other than those referred to in the first sentence shall provide a BULSTAT code, an official excerpt from another relevant register; where the data necessary to identify the entity do not fall within the scope of the relevant register or are not publicly available, a certified copy of the act constituting the entities, of the act of taking up office of the representing person, of the document of legal and tax registration shall be submitted by the persons; and provide a copy of the identity document of the representative;
- 4.5. The copies of personal documents referred to in items 4.1 to 4.3 as certified by the applicants/hirers and their representatives, as well as the documents and copies of documents under item 4.4. shall be verified and certified by an official in the Public Vault in accordance with the provisions of the Law on the Measures against Money Laundering (LMML) and the internal rules of the Bulgarian National Bank on the control and prevention of money laundering and terrorist financing and shall be kept in the personal files of the hirers.
- 4.6. Hirers, authorised representatives and representatives of legal entities hiring safe deposit boxes shall complete and submit a declaration to the Public Vault in accordance with Article 42, paragraph 2, item 2 of the LMML.
- 4.7. Representatives of legal entities hiring safe deposit boxes shall complete and submit a declaration to the Public Vault in accordance with Article 59, paragraph 1, item 3 of the LMML.

- 4.8. In the event of a refusal by the applicant/hirer to provide information under Section II, Article 4, items 4.5, 4.6 and 4.7, and if the inspection has found the applicant /hirer is included in the lists referred to in Article 46, paragraph 3 of the LMML, or in the case of an inconsistency between the information provided and the information from the Commercial Register and the register of non-profit legal entities or the BULSTAT register, the BNB shall have the right to refuse to conclude a safe deposit box rental agreement, and in the case of an agreement already concluded, it shall be entitled to terminate it.
- 5. The safe deposit box rental agreement shall be concluded for a term of one year.
- 5.1. The term shall run from the date of the conclusion of the agreement and shall expire on the same date and in the same month of the relevant year, and where there is no such date in the relevant month, at the end of the same month.
- 5.2. The rental price shall be paid upon the conclusion of the agreement in accordance with the existing Tariff for Renting Safe Deposit Boxes in the BNB Public Vault to natural persons and legal entities (hereinafter referred to as the Tariff).
- 6. The safe deposit box rental agreement may be extended for a subsequent one-year term, with the hirer paying the rental price for the following year according to the effective BNB Tariff. The price shall be paid no later than the date of expiry of the agreement.

An annex shall be concluded to extend the agreement. The annex may be signed by hand or with a qualified electronic signature. The rental price paid and accepted under this item shall also be deemed to have been concluded as an annex.

- 7. The General Terms and Conditions for safe deposit box rental in the BNB Public Vault (hereinafter referred to as the General Terms and Conditions) shall form an integral part of the Agreement.
- 7.1. In case of amendments to the General Terms and Conditions during the term of the agreement, after the expiration of the agreement, in the event that it is extended for a new one-year term, an annex shall be signed with the hirer, an integral part of which the amended General Terms and Conditions become and which the hirer declares in writing to accept.
- 7.2. In case the hirer does not sign an annex under the amended (new) General Terms and Conditions, the agreement shall not be extended for a new one-year term and the hirer shall be obliged to vacate the safe deposit box by the date of expiry of the agreement. If it is not possible to vacate the safe deposit box within that period due to objective reasons, access to the safe deposit box shall be limited until its vacation. For this period, compensation shall be due in an amount proportional to the rental price for the period.
- 8. The hirer shall inform the Bank in good time in the event of:
- 8.1. a change in the initial data provided by him at the time of the conclusion of the agreement (e.g. change in the data for correspondence, a loss or theft of the identity document, a change of legal entities' representatives, or other circumstances relevant to the protection of the hirer's rights). The notification shall be made in writing by the hirer. Otherwise, all notices, invitations and other communications sent to the last address, e-mail or telephone number known by the Bank shall be deemed to have been received;
- 8.2. a change of the identity document. In this case, when visiting the Vault, the identity of a Bulgarian citizen shall be established by comparing the personal identification number (PIN), of a foreigner by comparing the personal identification number (PIN) or personal number of a foreigner (PNF) and the

names of the persons. In the event of a change of names after marriage or divorce, this change shall be certified by a civil marriage certificate, a divorce court decision or a certificate of identity of the names;

- 8.3. a change in the registration of legal entities resulting in a change in the data included in the agreement, as well as a change in the persons who manage and represent the legal entity;
- 8.4. change in the circumstances referred to in the declaration under Article 42, paragraph 2, item 2 and Article 59, paragraph 1, item 3 of the LMML.
- 8.5. Where the hirer fails to notify the Bank of the circumstances referred to in this item, the Bank shall not be liable for any damages resulting from the failure to notify.
- 9. Hirers of safe deposit boxes shall submit written applications in cases where:
- 9.1.1. a natural person requests to rent a safe deposit box in his capacity as a sole proprietor, as well as where a sole proprietor requests to rent a safe deposit box as a natural person. In this case a new agreement for the same safe deposit box shall be concluded.
- 9.1.2. if a person requests a safe deposit box of a different size, one shall be provided if safe deposit boxes of the specified size are available.
- 9.2. a person wish to replace the rented safe deposit box with a safe deposit box of a different size, provided one of this size is available. In these cases a new agreement shall be concluded for a period of one year, and the rental price for the respective size shall be paid according to the effective BNB Tariff, while the rental price paid for the safe deposit box released in advance shall not be refunded.
- 9.3. The application under item 9.2. shall be deemed valid for a term of 1 (one) year, effective from the date of its reference number. If no safe deposit box is provided within that period, the application becomes invalid.
- 10. Payments under a safe deposit box rental agreement and other amounts due under the agreement, such as amounts for lost keys, interest for a late payment, a payment for visits over the specified limit, *etc.*, may be effected by the hirer or by another person in cash at BNB tills, by a POS terminal at the Public Vault or by a bank transfer.

## III. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### UNDER A SAFE DEPOSIT BOX RENTAL AGREEMENT

- 1. The BNB shall have the right to:
- 1.1. approve and change the Tariff for Renting Safe Deposit Boxes at the BNB Public Vault to natural persons and legal entities and the Tariff for the Storage of Valuable Parcels at the BNB Public Vault, if such valuable parcels comply with Article 14 and Article 15 of these General Terms and Conditions;
- 1.2. refuse to provide a safe deposit box for rent or to extend the agreement for a next period without explaining the reasons thereof;

- 1.3. refuse to extend the term of the safe deposit box rental agreement, and if an agreement has been already concluded, to terminate it provided that the requirements of the Law on Measures against Money Laundering or other laws enacted after the conclusion of the agreement have not been met;
- 1.4. deny the hirer access to the safe deposit box after the expiry of the agreement if the hirer has not paid the rental price for a next one-year period together with the statutory interest or other amounts due to the Bank;
- 1.5. terminate the rental agreement for non-payment or late payment of the rental price and proceed to opening and identifying the content of the safe deposit box in the presence of a notary public in accordance with the provisions of the effective internal rules;
- 1.6. should the guardian of valuables have any doubt that items specified under Section III, item 4 of the General Terms and Conditions have been placed in the safe deposit box, he shall have the right to check the type and content of the items placed in the safe deposit box. The inspection shall be carried out in the presence of the hirer and a representative of the Banking Security and Protection of Classified Information Directorate. A protocol of the inspection shall be drawn up;
- 1.7. immediately take the necessary measures to terminate the agreement in the event of non-compliance with the requirements of Section III, item 4;
- 1.8. take any legal actions to satisfy its claims and to protect its interests.
- 2. The BNB is obligated:
- 2.1. as a personal data administrator to use the personal data provided by the hirers only for the purposes of concluding and fulfilling the safe deposit box rental agreement, to keep in secret the personal data of the hirers and other data related to the use of the safe deposit boxes, such as the safe deposit box numbers, keys, etc.;
- 2.2. to ensure the inviolability of the safe deposit box and the items placed in it;
- 2.3. to notify hirers by a letter sent to an address or by e-mail, by a message at the counter of the Public Vault or by updating information on the BNB website in case of changes to the General Terms and Conditions and a change in the Tariff;
- 2.4. to notify the hirers of safe deposit boxes of an imminent expiry of the agreement and of the possibility to extend it for a further one-year period by means of a letter as per a sample form sent to a provided e-mail address. The BNB shall not send a notification in case the hirer has not provided an up-to-date e-mail address. The Bank shall send notification letters to an address only in the cases referred to in Article 14 of Section III.
- 3. The BNB shall not be liable for:
- 3.1. changes in the quality of the items deposited in the safe box during storage;
- 3.2. damage caused by *force majeure* (natural disasters, war, etc.) to the items stored in the safe box.
- 4. The hirer is obliged:
- 4.1. to place no items in the safe box which threaten its security and the security of the Bank and no items whose acceptance or possession is prohibited by law.
- 4.2. The hirer is responsible for any damage caused by non-compliance with the requirements referred to in item 4.1, even when he was not aware of the hazardous properties of the items deposited in the safe box.

- 4.3. The hirer must notify the Bank immediately upon the loss or damage of one or both of the keys granted to him.
- 5. If one of the keys is lost or damaged, the safe deposit box shall be opened up by the reserve key of the hirer. The lock of the safe deposit box shall be reset up in the presence of the hirer for a new key pair, which is provided to the hirer.
- 5.1. A key whose number is illegible shall also be considered a mutilated or damaged key.
- 5.2. After opening the safe deposit box with the hirer's reserve key, he is obliged to return it to the Public Vault.
- 5.3. The hirer is obliged to pay in advance the price of the new key pair according to the effective Tariff.
- 6. In case the hirer has lost or damaged both keys made available to him, the hirer shall submit a written application to the Public Vault. The opening of the safe deposit box in this case and the change of the keys shall be in line with the Internal Rules, and the hirer shall pay in advance the cost of opening of the safe box and the price of the new key pair according to the effective BNB Tariff.
- 7. The Bank shall not be liable for any damage caused as a result of the cases under the previous item which had occurred before the Bank was notified in writing by the hirer.
- 8. The Bank is not liable for any damage caused by a hirer possibly having forgotten the key in the lock or in the premises of the Bank.
- 9. The hirer has the obligation to exempt the safe deposit box he hired as of the date of expiry of the agreement and to return the key pair provided to him.
- 10. Should the hirer wish to extend the term of the agreement for a new one-year period, he shall pay the rental price in accordance with the effective BNB Tariff. The price shall be paid no later than the date of expiry of the agreement and not earlier than two months before this date.
- 11. The BNB has the right to refuse to renew an agreement with a hirer who has made delays in payments due to the Bank.
- 12. If the rental price for a subsequent period is not paid within one month after the expiry of the safe deposit box rental agreement, the agreement may be terminated unilaterally by the BNB.
- 13. If the rental price is paid after the expiry of the term of the agreement, default interest shall be charged under the BNB Tariff for the period between emergence of the obligation to pay and the date on which the payment is made.
- 14. If, within one month of receiving a registered letter from the hirer to pay the rental price due or from receiving a notice to the BNB to return the parcel the hirer fails to appear in the Bank and pay the amount due for renting the safe deposit box for a new one-year period, the Bank shall send a letter to the hirer within ten working days informing him of the date and time for opening the safe box in the presence of a notary.
- 14.1. The safe deposit box shall be opened in the presence of a notary and a three-member committee made up of Bank's employees, and its content shall be established.
- 15. The items found in the safe deposit box form a valuable package that is stored in the BNB Public Vault. The Bank has the right to withhold the items found until all amounts due from the hirer have been received.

- 16. When opening a safe deposit box and establishing its content with the participation of a notary, the hirer shall be liable to pay:
- 16.1. the rental price, from the date of expiry of the agreement until the date of its opening according to the Tariffs in force during this period;
- 16.2. the statutory interest on the amount referred to in item 16.1 for each day past due, running from the date of expiry of the agreement until the date of the payment;
- 16.3. the cost of opening the safe deposit box under the Tariff in force as of the date of payment and the remuneration of the notary, together with the statutory interest accrued thereon for the period from the date of opening to the date of payment;
- 16.4. the value of a pair of keys made available at the time of hiring the safe deposit box as of the date of payment;
- 16.5. remuneration for safe-keeping of the valuable parcel after opening the safe deposit box in accordance with the effective tariff for safe-keeping of valuable parcels of the BNB Public Vault.
- 17. Upon vacating a safe deposit box:
- 17.1. the hirer shall return the two keys, which shall be compared for uniformity and serviceability, and their numbers shall be compared with those recorded in the agreement. Should the hirer fail to return the two keys, he shall pay their value at the BNB Tariff applicable at the time of payment.
- 17.2. the hirer shall pay the due amounts under the agreement, if any;
- 17.3. verification of the hirer's identity shall be carried out, after which the hirer shall be admitted to vacate the safe deposit box.
- 17.4. the agreement/last annex stored at the BNB shall be stamped, certifying the vacation of the safe deposit box, and the hirer shall put his signature on it. A copy of the document shall be made available to the hirer on request;
- 17.5. An officer at the Public Vault shall check whether the safe deposit box is empty in the hirer's presence.
- 18. Upon a hirer's request to vacate a safe deposit box prior to the expiry of his agreement, the rental price paid for the remainder of the period shall not be returned.
- 19. Upon vacating the safe deposit box of a deceased hirer, the following shall be required:
- 19.1. a notification letter of the person's death, with an attached copy of the Death Act and/or a certificate of inheritance;
- 19.2. an original or a notary certified copy of an inheritance certificate issued no earlier than six months prior to the date of vacating the safe box:
- a. for Bulgarian residents issued by the municipality of the deceased person's residence;
- b. for foreign nationals translated, certified and legalised by the Bulgarian embassy in the country concerned, the Consular Department of the Ministry of Foreign Affairs or accompanied by an apostille;
- 19.3. identity documents of the heirs for verification of the data.

- 20. Upon vacating a safe deposit box by a legatee or a beneficiary, the following shall be required: 20.1. an application for vacating a safe deposit box by the legatee or the beneficiary;
- 20.2. a death certificate extract;
- 20.3. an original death certificate with an apostille, meeting the requirements for its content under the Hague Convention of 5 October 1961 if the person died abroad;
- 20.4. A notary certified copy of the will;
- 20.5. a notary certified copy of a protocol for a handwritten will;
- 20.6. identity documents of the legatee for verification of the data.
- 21. Vacation of a safe deposit box by an heir, a legatee or a beneficiary shall be in accordance with the procedure and within the deadlines of the internal rules in force.

## IV. HIRER'S AUTHORISED REPRESENTATIVES

- 1. The hirer of a safe deposit box at the Public Vault may authorise a person with some or all of the following rights:
- 1.1. to sign the agreement/annex and receive the keys of the safe box;
- 1.2. to deposit and withdraw items from a safe deposit box (No .......) at the BNB;
- 1.3. in the event of a loss or damage to the keys, to be present when the safe deposit box is opened and receive a new pair of keys;
- 1.4. to terminate the agreement and vacate the safe deposit box.
- 2. Hirers who are natural persons may authorise only one person with the rights referred to in the previous item (Annex No 3).
- 3. Hirers who are legal entities may authorise more than one person with the rights referred to in item 1 by stating in the power of attorney whether the persons will exercise the rights provided for therein together or individually (Annex No 3a).
- 4. The authorised representative shall not have the right to re-authorise another person with his or her rights under item 1.
- 5. A power of attorney issued by a hirer of a safe deposit box at the Public Vault shall have the authorised representative's signature being certified by a notary public.
- 6. If the power of attorney is issued only for performing actions at the Public Vault of the BNB, the original power of attorney shall be provided.

If the power of attorney also authorises other actions not related to the rented safe deposit box, the BNB shall require a notary certified copy of the power of attorney.

7. The authorised representative shall inform the Bank in writing that he has withdrawn the power of attorney (Annex No 4).

8. Termination of the power of attorney due to its withdrawal, renunciation, death of the hirer or authorised representative, their placing under restraint, termination by the authorised representative or legal entity, as well as changes made to the persons representing the authorised representative or legal entity shall not oppose the Bank, which has performed its duties in good faith, under the safe deposit box rental agreement on the basis of a power of attorney until such time as it has been notified in writing of these circumstances. The provision of this item shall also apply in cases where the changes have been registered in a public register.

# V. ACCESS TO SAFE DEPOSIT BOXES AT THE PUBLIC VAULT

- 1. The hirer shall be obliged to comply with the provisions of the access regime and the Bank's internal rules.
- 2. The hirers of safe deposit boxes in the Public Vault shall be prohibited from:
- 2.1. entering the Public Vault with large objects (briefcases, bags, materials, tools, etc.) or weapons;
- 2.2. leaving objects in the Public Vault and its antechamber unattended;
- 2.3. making mobile phone calls in the vault premises;
- 2.4. working with the items deposited in the safe box outside the designated places at the Public Vault;
- 2.5. visiting the Public Vault dressed inappropriately, undermining the Bank's reputation.
- 3. The hirer and his authorised representative shall have the right to access the rented safe deposit box separately. Once the power of attorney is deposited in the Public Vault, they have the right to access it together.
- 4. The hirer, or his authorised representative, cannot be accompanied in the Public Vault by other persons, unless the hirer/authorised representative is a disabled person. In this case, the hirer/authorised representative is admitted to the Public Vault with an accompanying person or an official at the Public Vault, as the case may be, to the antechamber of the vault. When the hirer is accompanied by a third party (accompanying person), it is necessary for him to submit in advance a written application to the Public Vault, indicating his identification data (name, personal identity number, and ID card number).
- 5. Access to a safe deposit box by an authorised representative is not permitted if the personal documents with which the hirer is registered in the Public Vault information system have expired. Access shall be reinstated upon submission of up-to-date personal documents by the hirer.
- 6. The hirer (or his authorised representative) can access the Public Vault and the rented safe deposit box after his identity has been verified.

## VI. OTHER

1. All legally significant statements of the parties to the agreement shall be made in person or by mail on paper.

- 2. The Bank shall have the right to make the statements under the preceding item, as well as any information statements by e-mail, telephone (incl. by SMS), as well as correspondence address specified by the hirer. The Bank may also make statements by publishing them on its website and through notices at the BNB counter.
- 3. The Bank shall notify the hirers of changes in the General Terms and Conditions within 7 (seven) days of making the change, and the hirer is deemed to be notified when the notification is sent to the last specified by him e-mail address for correspondence or when visiting the vault.
- 4. When the hirer does not agree with the changes in the General Terms and Conditions, the provisions of Section II, Article 7, Item 7.2 shall apply.
- 5. Changes in the legislation relating to the rental of a safe deposit box shall become mandatory for the parties under these General Terms and Conditions from the moment of their entry into force.

## VII. TRANSITIONAL AND FINAL PROVISIONS

- § 1. These General Terms and Conditions were adopted by Decision No. 338 of the BNB Governing Council of 8 July 2025, and shall enter into force on 1 August 2025.
- § 2. All applications submitted for the rental of a safe deposit box at the Public Vault prior to the entry into force of these General Terms and Conditions shall be valid for a period of 1 (one) year from the date of the reference number of the application. If no safe deposit box is provided within that period, the application becomes invalid.

I agree with the aforementioned General Terms and Conditions for Renting Safe Deposit Boxes at the
Public Vault of the Bulgarian National Bank, which are an integral part of the safe deposit box rental
agreement.

Date	HIRER:
Date	HIRER: