

General Conditions of Use

UBB Match'It

These general conditions of use (the '**Conditions of Use**') set down the terms and conditions under which use may be made of UBB Match'It. The Conditions of Use form an agreement between Users of UBB Match'It (as defined below) and UBB AD.

1 Definitions

'Period of Interest': the period in which Letters of Intent can be issued by interested Buyers as specified on the Company Page.

'Additional Conditions of Use' refers to the additional conditions of use of UBB Match'It in respect of the Seller, which are amended or updated from time to time pursuant to Art. 27.1 of this document.

'Detailed Page': the more-detailed description of the Company as published on the part of UBB Match'It that is not publicly accessible and is reserved for interested Buyers selected by a Seller subject to acceptance of the Confidentiality Agreement.

'User' refers to anyone who has created a Profile on UBB Match'It, including a Buyer or a Seller, as well as anyone who has gained access to a copy of a Company's Company Pages outside the online platform and has accepted those Conditions of Use. For avoidance of any doubt "User" has only the meaning defined in these Terms of Use, which is used solely for the purposes of the Terms of Use and does not mean and is not a "User" within the meaning of Directive 2011/83/EU introduced in the Consumer Protection Act (CPA)

'Conditions of Use': these general conditions of use.

'Confidentiality Agreement': the confidentiality agreement between an interested Buyer and a Seller, in which the Buyer undertakes that it will not (i) divulge confidential information about the Company to third parties or (ii) use it for purposes other than transfer of the Company, as appended in Annex 1.

'Generic Page': the generic description of the Company as published on UBB Match'It, available on the part that is not publicly accessible and is reserved for Users.

'Identification Document': The document regarding a natural person acting for himself as a Buyer or Seller or as a representative of a trader within the meaning of the Commercial Act (CA), acting as a Seller or Buyer, which document is available upon registration as a User of UBB Match 'It and with which the individual acting for himself or as a representative of a legal entity can provide his identity data to UBB AD.

'Letter of Intent': a non-committal intention by a Buyer that has access to the Detailed Page to start up the further Negotiating Phase, as appended in Annex 2.

'UBB Match'It': the online platform operated by UBB AD that is accessible via the *landing page* (<https://matchit.ubb.bg>) and through which the UBB Match'It Service is offered and comprising (i) a part that is publicly accessible, (ii) a part that is not publicly accessible and is reserved for Users, on which the Generic Pages are accessible, and (iii) a part that is not publicly accessible and is reserved for Sellers of Companies and interested Buyers selected by Sellers, on which the Detailed Page is accessible subject to acceptance of the Confidentiality Agreement.

'UBB': UBB AD, with registered office at Sofia, 89B Vitosha Blvd, entered in the register of legal persons under the number EIC 000694959, together with its legal successors and/or assigns.

'Buyer': a natural or legal person that has created a Profile to obtain information about a Company.

'Login Details': the username and secure password chosen by Users when registering on UBB Match'It. Passwords must comprise at least eight characters, including at least one capital letter, one lower case letter and one digit.

'UBB Match'It Service': the online service offered by UBB AD via UBB Match'It consisting of bringing Sellers of Companies into contact with interested Buyers, whereby phased information can be provided to interested Buyers in order to enable them to issue a Letter of Intent with a view to the further Negotiating Phase (to avoid any doubt the Negotiating Phase and any completion of a deal, regardless of form, is not part of the Match'It Service).

'Negotiation Phase' refers to the further negotiations (and possible completion) relative to the transfer of a Company, whether on an exclusive basis or otherwise, between a Seller and an interested Buyer further to its Letter of Intention.

'Company': A company or companies registered under the order of the Commercial Code, whose shares or respectively shares or a whole commercial enterprise or a separate part of whose commercial enterprise(s) is offered for sale on UBB Match'It by the Seller as specified in the Detailed Page of the Company, which may consist of one or more legal entities.

"Company Page": The Generic Page and the Detailed Page.

'Transfer of a company': Purchase and sale of part or all of the shares or capital stock, as the case may be, of a corporation; or purchase and sale of the entire business enterprise or a separate part of the business enterprise of a corporation or sole proprietorship within the meaning of the Commercial Act; or transfer of the shares or capital stock held by a corporation and/or the owner(s) of the capital stock of a corporation and/or a sole proprietorship to a newly formed corporation to which it has been transferred (by way of in-kind transfer and, if applicable, as a result of a reorganization under the CA, or the transfer by a Company and/or the owner(s) of the capital of a Company and/or by a Sole Trader of the shares or interests in the capital of a newly formed Company to which is transferred (by way of in-kind transfer and, if applicable, as a result of a reorganization under the Commercial Act) a business of a Company/Sole proprietorship constituting the whole or a distinct part of the business undertaking of a Company or of a Sole proprietorship within the meaning of the Commercial Act; or by way of securing the joint incorporation by subscription by a Selling Vendor and from potential purchasers of shares/units in the capital of a newly formed trading company into which a separate part(s) of the undertaking of the Company/ Sole proprietorship will be incorporated; and/or by procuring the issue of new shares or units in the capital of a newly formed Company to be subscribed for by the purchaser involved in the joint incorporation of a newly formed trading company; and/or by arranging for the issue of new shares or units in the capital of a Company into which the separate part(s) of the Company's undertaking will be incorporated to be subscribed for by a purchaser without having originally participated in the joint incorporation of a newly formed Company or other similar transfer through the UBB Match'it platform from the seller to the purchaser.

Transfer of a company: Purchase and sale of shares or respectively units or of a whole commercial enterprise or a separate part of the commercial enterprise of the Company.

'Personal Details': Information within the meaning of the Personal Data Protection Act (PDPA) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) concerning an identified or identifiable natural person acting for himself as Buyer or Seller or as a representative of a trader within the meaning of the CA acting as Seller or Buyer.

'Privacy Statement'/'Personal Data Processing Information" refers to "Information about the processing of personal data with respect to clients in the general sense of UBB AD", as published on the website of UBB Match 'It and may

be amended or updated periodically.

"Personal Data Protection Act": Personal Data Protection Act (PDPA), State Gazette 1/01/2002, in force from 01.01.2002, as periodically amended.

'Profile': a profile created by a User on UBB Match'It.

'Status': the status of the file relative to a Company, which can be (i) open for interested Buyers to send the Seller Letters of Intention (*'open'*), (ii) in an advanced stage of negotiations between a Seller and an interested Buyer, owing to which the Detailed Page can no longer be accessed by Buyers that have not hitherto had access and Buyers that already had access to the Detailed Page can no longer issue a Letter of Intent (*'under negotiation'*) or (iii) closed if the Company has been transferred (*'closed'*).

"Tariff of fees and commissions": Tariff of fees and commissions related to the use of UBB Match'It, which is published on <https://matchit.ubb.bg> and amended or updated from time to time.

'Seller': A person or entity that has created and used a Page (Profile) for the purpose of transferring the Company.

"KBC Group": means the company KBC Group N.V., registered under the laws of Belgium and any company which:

- a. KBC Group N.V. owns directly or indirectly;
- b. by which KBC Group N.V. participate in a consortium or conscientiously control a third party;
- c. which is controlled directly or indirectly by companies under "a" and/or "b".

2 Application

The Conditions of Use govern the rights and obligations of User vis-à-vis UBB AD and vice versa in connection with the provision of UBB Match'It by UBB AD and its use by Users. By registering and creating a Profile, Users expressly agree to the Conditions of Use as amended from time to time.

3 General Provisions

3.1 UBB Match'It is an initiative and property of UBB AD. UBB Match'It is managed by UBB AD and can be accessed via <https://matchit.ubb.bg>.

3.2 UBB Match'It is an online service where Sellers of Companies and potential Buyers are able to come into contact with each other. No negotiations with regard to a potential transfer are conducted via UBB Match'It, and UBB AD does not give any advice on the transfer of a Company to a Seller or interested Buyers via UBB Match'It. Any instructions to provide advice with regard to the Negotiating Phase remain limited to the Seller's side and will be subject to a separate contract and instructions.

3.3 UBB Match'It cannot be used for actual transfer of Companies and no payments can be made with regard to transfer of the Company.

3.4 Users are provided with a number of features, including:

3.4.1 offering a Company for sale, as Seller;

3.4.2 a Seller providing, and a Buyer gaining, access to information concerning the Company from a Seller based on the Generic Page and the Detailed Page;

3.4.3 a Seller allowing a Period of Interest;

3.4.4 a Buyer issuing a Letter of Intent;

3.4.5 Other auxiliary functions supporting the functions above

3.5 To be able to use UBB Match'It, Users must have a computer equipped with the necessary communications and security software (including against viruses, Trojan horses, worms, logical bombs and other malicious or technologically harmful material) and an Internet connection.

3.6 Users may in no manner and under no form make the software, applications and information provided to them in the context of UBB Match'It available to third parties or copy, decompile, adjust or change them in any way. Users undertake not to infringe the intellectual property rights of UBB AD, any of its subcontractors, a Seller or third parties.

3.7 Users can get explanations from UBB AD about the features that are available on UBB Match'It. Users declare that they have received and understood such explanation as they regard as necessary to make use of UBB Match'It. Users undertake to comply strictly with all requirements relative to UBB Match'It.

3.8 At any time, UBB AD may unilaterally change the Terms of Use, the change being made in accordance with Art. 27.1. Users

3.9 The use of UBB Match'It entails the electronic exchange of information and the dispatch of encrypted information using public means of communication and the Internet. The Internet is a public, international network and the User recognises that its structure and typical characteristics are known to it. UBB AD offers no guarantee that the website will be secure from or free of bugs and viruses.

4 Role of UBB

4.1 Via UBB Match'It, UBB AD offers a platform where Sellers of Companies and potential Buyers can contact one another, thus offering a virtual forum for the exchange of information. The Company Page does not in any manner constitute a Public offering for a transaction within the meaning of Art. 290 of the Commercial Code, neither constitute a Public offer for the conclusion of a transaction within the meaning of Art. 291 of the Commercial Code, nor do they constitute a Proposal for conclusion of a transaction pursuant to Article 292 of the Commercial Code and do not give rise in any way to a commitment to conclude a transaction on the Transfer of a Company, by either a Seller or UBB AD, and may only be regarded as an invitation by a Seller to treat with interested Buyers. UBB AD does not carry out investigations into whether transfer of the Company is advisable. UBB AD does not carry out any examination or due diligence of the Company.

4.2 The services that UBB AD offers via UBB Match'It and the information that is made available on UBB Match'It are directed exclusively at Users of UBB Match'It. All Users are responsible for the knowledge of the laws of the Republic of Bulgaria and of all other laws and regulations to which they are subject or may be subject for the purposes of UBB Match'It in any jurisdiction other than Bulgaria and for compliance with them.

4.3 The information that is contained on UBB Match'It is exclusively intended for general information purposes. The UBB Match'It Service does not include the provision of any manner of specific advice by UBB AD and nothing on UBB Match'It should be interpreted to that effect. The information on UBB Match'It is general and takes no account of the specific characteristics of any Users or their current circumstances, their specific investment profile, their investments as a whole, their financial situation, knowledge or experience and/or the extent of their risk-aversion.

4.4 Interested Buyers must themselves investigate, assess, or analyse each Company transfer as they see fit and consult their own investment, tax, legal, accounting and other advisers.

4.5 UBB AD can grant certain advisers of this kind visibility on UBB Match'It, whether in return for payment of a fee or otherwise. However, this does not imply any guarantee by UBB AD of the quality of such advisers. Nor are Users in any way obliged to appoint these advisers and each User therefore retains complete freedom of choice to appoint any adviser.

4.6 Potential Buyers' access to UBB Match'It shall in no way imply agreement by any company related to UBB AD to grant finance for the take-over of a Company.

4.7 The information relative to the Company on UBB Match'It is provided exclusively by a Seller (including details, photos, videos and other content).

4.8 UBB AD does not act as an intermediary in the purchase and sale of real estate, real rights or commercial assets. Match'It service does not include the grant of certain assistance on behalf of Users with a view to bringing about agreement for the sale, purchase, exchange, lease or transfer of immovable property, immovable rights or business assets.

5 Registration

5.1 For Buyers, UBB Match'It consists of (i) a publicly accessible part, (ii) a part that is not publicly accessible where the Generic Pages can be accessed and (iii) a part that is not publicly accessible where the Detailed Page can be accessed. In order to be able to make full use of UBB Match'It, it is necessary to register as a User and create a Profile.

5.2 By registering and creating a Profile, a contractual relationship is created between the User and UBB AD. This contractual relationship is governed by the Conditions of Use.

5.3 To be able to create a Profile:

5.3.1 Buyer users who are natural persons must have their habitual residence in the Republic of Bulgaria or of an EU country;

5.3.2. Buyer users who are legal entities must have their registered office in the Republic of Bulgaria or an EU country.

5.4 During the registration process, Users must complete the mandatory fields fully, correctly, and honestly or must correct any information that has been provisionally filled in by UBB AD.

5.5 By registering, Users agree to their Personal Details being processed in accordance with the Privacy Statement, including that Personal Details provided by Users may be passed on to other KBC group entities.

5.6 During the registration process, Users select their Login Details. Users are responsible for the security of their chosen password. UBB AD requires use of a password that is at least eight characters long and comprises capital and lower case letters, alphabetical and numerical characters and other symbols.

5.7 The registration process is only complete, and the Profile will only be activated once the User has agreed to (i) the General Conditions of Use and (ii) the Privacy Statement. By creating a Profile, Users are deemed to have first read, understood, and agreed to the General Conditions of Use and the Privacy Statement. Users declare that they understand and accept the risks.

6 Identification of Users

6.1 Users accept that UBB AD performs its obligations regarding the identification of Users in accordance with the

regulatory provisions, the recommendations of the supervisory authorities and the rules of financial ethics. Users agree that UBB AD or its related entities may, in accordance with these provisions, make copies of identification documents and keep those copies.

6.2 Users who are natural persons undertake to disclose their identity and legal place of residence.

6.3 Users who are legal persons registered under the Bulgarian Commercial Register are identified according to the data and the current regulations declared for them in the Commercial Register with the Registry Agency through a reference from the remote access to the Commercial Register at the Registry Agency. Users who are foreign legal persons undertake to disclose their registered office (and head administrative office) and to identify themselves by means of their deed of incorporation or restructuring, with details of any subsequent amendments to their articles/deed, as well as by submitting a certified statement from the relevant register where they are registered, indicating their current address of management and who may represent the legal person, indicating the representative's first name, surname and address.

6.4 The representatives of legal persons will be identified in the same way as natural persons or legal persons, as the case may be. UBB AD may require the signatures on the documents that are submitted to be certified genuine by the relevant officials or under appropriate procedures. Representatives of legal persons are jointly and severally liable along with Users for ultra vires acts.

6.5 To comply with its legal and regulatory obligations, UBB AD may at any time request additional details and documents such as articles of association, membership lists, company numbers, VAT numbers, contractors' registration numbers, details regarding capacity to act, marital status, family situation, matrimonial property regime, marital separation, beneficial ownership, consolidated articles of association, financial and trade documents or proof of legal capacity.

6.6 UBB AD can always require sworn or free translations of identification documents at the Users' expense. Users empower UBB AD to enquire of public or private agencies, such as those maintaining the population and aliens' registers, as to the authenticity of documents and the accuracy of their identity details.

6.7 The User may grant permission for UBB AD to request any information set out in Article 6 of this document from other entities within KBC group for the exclusive purposes of the registration set out in Article 5.

6.8 Amendments with respect to the information set out in Article 6 of this document, the representation and the legal representation (including capacity to exercise rights) must always be made known to UBB AD immediately by registered letter addressed to UBB Investment Banking Department at UBB AD, Sofia, 89B Vitosha Blvd, or e-mailed to info@machit.ubb.bg.

6.9 UBB AD declines liability for the consequences of failure to notify changes or delay in notifying them (owing, say, to the non-arrival of correspondence) and for deficiencies in the authenticity or validity of the documents produced or, in general, for the content of the information provided to it.

6.10 UBB AD may refuse registration of a User or delete immediately a registration made on UBB Match'It if it turns out that on the basis of the documents under item 6 the respective User or the ultimate owner of a legal entity cannot be fully or partially identified or if, according to the internal rules of the bank and the applicable legislation, UBB AD cannot maintain registration of the respective User. In this case, UBB AD will not be obliged to give notice and pay any compensation, without prejudice to UBB's right to claim damages under the applicable legislation

7 Right of use

7.1 UBB Match'It is the exclusive property of UBB AD. Opening a Profile on UBB Match'It gives Buyers a non-exclusive, non-assignable right to use the website and to use apps made available to them by UBB AD in the context of M&A business in return for payment of the charge as set down in the Schedule of Rates and Charges.

7.2 Users undertake to exercise their rights of use over UBB Match'It only for their own account and not for the account of persons other than the User in question. Users may not in any manner assign their right of use over UBB Match'It or allow it to be used by third parties.

7.3 Users must furthermore exercise their rights of use over UBB Match'It with due care and attention and therefore, without prejudice to the generality:

7.3.1 must not engage in any acts in such a manner as might disrupt or threaten to disrupt the smooth running of the external systems and/or the online system of UBB AD and/or might or could be prejudicial to the owners or persons responsible for such systems or any other users of such systems; and

7.3.2 may not improperly use any limitations in the technical systems by seeking to secure benefits that cannot per se be economically justified but are only made possible by exploiting those technical system limitations.

In the event of failure to adhere to this obligation, UBB AD reserves all rights to take action in accordance with Articles 25.3 and 25.4 of these Conditions of Use.

8 Users' representations and warranties

8.1 Sellers represent and warrant to Buyers and to UBB AD that:

8.1.1 The relevant Company has been incorporated and exists according to Bulgarian law and is authorised to carry on its activities.

8.1.2 The relevant Seller is authorised to effect transfer of the Company.

8.1.3 No liquidation proceedings have been filed against the Company and no application has been filed for the opening of insolvency proceedings, and no decision has been made to open insolvency proceedings and no transformation proceedings have been initiated for the company's legal entity and the information provided to UBB Match'It about the Company is in all material respects accurate, not misleading, up-to-date and consistent (including with regard to the answers to questions asked to the Seller by UBB AD or Buyers);

8.1.4 Letters of Intent, opinions, beliefs, and expectations contained on UBB Match'It are expressed in a fair and reasonable manner; and

8.1.5 They will not place any content on UBB Match'It that infringes the rights of third parties, including but not limited to intellectual property rights.

8.2 All Users represent and warrant to UBB AD that:

8.2.4 they are aware of the risks attendant on the use of UBB Match'It and confirm that they have properly understood and accept them;

8.2.5 Buyers that are natural persons have their permanent residence in Bulgaria and/or EU country; and

8.2.6 they will not register or act as an intermediary without notifying UBB AD in advance and receiving UBB' advance permission

8.2.7 they will not disclose the information on UBB Match'It to third parties or disseminate it any further.

9. Right or refusal of the Seller

9.1 The Seller has the right to refuse any User access to the Detailed Page.

10. Rights and obligations of UBB AD

10.1 Decisions by UBB AD that a Company Request can be publicised on UBB Match'It does not in any manner imply assessment of the advisability of the Company's transfer and does not in any way constitute financial, investment, legal or any other sort of advice to Users.

10.2 UBB AD may freely decide the order in which the Companies appear on UBB Match'It. The order in which Companies appear on UBB Match'It does not in any way imply any form of opinion from UBB AD or legal advice, investment advice or any other sort of advice.

10.3 Users grant consent to UBB AD to monitor or investigate the acts they engage in on UBB Match'It.

11. Communication

11.1 Users undertake that they will exclusively communicate with other Users (including Sellers) via UBB Match'It using the means of communication provided for that purpose, up until the Negotiation Phase. Should the available means of communication be inadequate in a User's view, Users can contact UBB AD by e-mail at info@machit.ubb.bg or by telephone on + 359 2 811 3755/3760/3864/3869 to discuss the issue.

11.2 Users agree that e-mail and the Internet may be used as means of communication by UBB AD in its communications with them. UBB AD may also send notifications that need to be sent by registered post by fax or electronic mail provided acknowledgement of receipt is sent by the User to which the notification is sent.

11.3 Where Users receive information from UBB AD by e-mail or by any means of telephone or electronic data transmission, Users agree that UBB AD is not liable for the extent to which the information thus sent is completely and correctly received or for any delay or interruption in the transmission or for any loss as a result of use being made of the information by Users themselves or third parties into whose possession it may come.

12. Transfer of the Company

12.1 UBB Match'It cannot be used for actual transfer of a Company (or its assets). The UBB Match'It Service does not extend to the Negotiation Phase.

12.2 Before proceeding to take over a Company, Buyers should research the Company and the attendant risks. Buyers acknowledge that they themselves bear responsibility for acquiring additional information in the Negotiation Phase and obtaining professional advice where necessary. UBB AD does not offer any guarantee that Sellers will provide additional information.

13. Rates

13.1 Buyers are notified by means of the Schedule of Rates and Charges of the rates and charges applicable in relation to UBB Match'It. Subject to clause 27.1 UBB AD may unilaterally alter the UBB Match'It rates and charges from time to time.

Changes to rates and charges are binding with effect from the date stated in the Schedule of Rates and charges.

13.2 Buyer shall pay to UBB AD a periodic subscription fee for the use of UBB Match'it, as well as additional fees for access to the Detailed Companies Page/Profile. The subscription fee must be paid in full before the Buyer is granted access to UBB Match'it, before such access is renewed after the relevant period and before the Buyer is granted access to the Companies Detail Page/Profile (subject to Seller's approval). The Buyer's credit card shall be debited immediately upon the submission of a request and payment for the relevant service.

13.3 The costs of all equipment, including all computer equipment (PC and modem), the costs of Internet access, the connection, adaptations and other communication costs via telephone or other means of communication are at Users' expense.

14. Electronic registration and evidence

14.1 UBB AD is not bound by any document downloaded from UBB Match'it by Users and printed by them that does not bear the signature of an authorised UBB AD signatory. Nor can such a document be enforced against UBB AD.

14.2 User accepts, that the actions performed on UBB Match'it based on electronic entry with the login details are equivalent to an advanced electronic signature of the User within the meaning of Article 13(2) of the Law on the electronic document and electronic certification services and replace the handwritten signature for the purposes related to UBB Match'it and also that they are sufficient prove of the identity of the User as the person who ordered the action concerned. The user accepts that any action for which he first enters the system using his login details will be irrefutable deemed to have been initiated by the User, who expressly undertakes to assume all the consequences thereof.

14.3 The UBB computer system registers all acts carried out by Users via UBB Match'it. Users expressly agree that the UBB files in which the various transactions transmitted by them are registered have the same value as an original document and constitute evidence between the parties regardless of form.

14.4 In the event of a dispute in relation to actual receipt or the terms of e-mails or information via UBB Match'it, the UBB e-mail and computer systems and the document as received by UBB AD are decisive. In respect of scanned messages sent by e-mail, all parties are duly bound by reproduction of their signature as appearing in the messages received by UBB AD. Users are responsible for all harmful consequences of error or fraud, save to the extent that it is proved that the harmful consequences result from fraud on the part of a UBB AD staff member.

15. Hyperlinks

15.1 UBB AD does not exercise control over, and is not liable for, the websites or Internet locations of third parties that Users access via hyperlinks on UBB Match'it, or for any information or hyperlinks at such locations. UBB AD provides such hyperlinks purely for Users' convenience and has not checked, tested, or verified the information or software found at such locations. Provision of the ability to surf to other websites or Internet locations using hyperlinks may not in any way be construed as any form of advice or as endorsement of or agreement with the information at that location or regarding the security of websites reached by following those hyperlinks.

16. Availability and access

16.1 UBB AD offers no guarantees that UBB Match'it will function without interruption or error and in any event declines liability for interruptions or disruptions whilst or as a result of using UBB Match'it. Access to UBB Match'it is, and can at any time be, suspended, ceased or altered by UBB AD, even without notice, for maintenance, repair and other purposes.

16.2 Upon entering wrong Login Details, access to UBB Match'It is denied. If wrong Login Details are entered three times in a row, access is blocked permanently, in which case Users must contact UBB AD.

17. Security

17.1 Login Details

17.1.1 Login Details are intended for strictly personal use by Users and may not be divulged to third parties under any circumstances (including to staff of UBB AD or related entities in the KBC group). The User is responsible for the security and confidentiality of their Login Details, as well as for preventing unauthorised use of their details. Users must especially make sure that third parties are not able to access their Login Details and/or Profile.

17.1.2 The User assumes full responsibility (vis-à-vis UBB AD and vis-à-vis third parties, such as other User and Sellers) for all actions carried out for their own account using their Login Details and all activities carried out on UBB Match'It using their Login Details.

17.1.3 Users undertake not to make improper use of confidential information of other Users of UBB Match'It, regardless of how they acquire it.

17.1.4 Should Users suspect use of their Profile by a third party and/or theft or loss of their Login Details or that they have fallen into the hands of a third party and/or that the security of their Profile has been compromised, they must inform UBB AD immediately. Users are liable for losses resulting from the loss, theft, or improper use of their Login Details if the loss, theft, or improper use is not notified to UBB AD in time.

17.1.5 If Users forget their password, they will be sent a new password on request, which they can use to create a password of their own. If Users do not receive the requested new password, they must inform UBB AD immediately.

17.2 Providing security to UBB Match'It

17.2.1 UBB endeavours to achieve a high degree of security using IT protection mechanisms at a number of levels. However, UBB AD gives no express or implied guarantee concerning the security of UBB Match'It.

17.2.2 It is prohibited to circumvent, deactivate, or otherwise interfere with technical security measures in or on UBB Match'It (or to attempt to do so). Unauthorised use of Login Details qualifies as a form of (proscribed) circumvention.

17.2.3 Use of UBB Match'It for illicit activities such as the introduction of viruses, Trojan horses or other malicious content is strictly forbidden. Users are not permitted to procure unauthorised access to UBB Match'It or the underlying IT infrastructure or to attack UBB Match'It in any manner. UBB AD will report all inappropriate use to the authorities and cooperate with them in identifying the parties guilty of such impropriety.

18. Legal compliance.

Users agree that they are solely liable for complying with the laws in force in their home jurisdiction.

19. Intellectual property rights

19.1 All names, icons, photos, logos, designs, graphics, images, sounds, data, databases, software, names, trade and domain names and other components available on UBB Match'It are intellectual property of UBB AD or, as the case may be,

a Seller that has placed such on UBB Match'it and are consequently copyright-protected works and may be subject to other forms of protection such as under trademark law and design law. The look & feel of the UBB Match'it website is similarly protected. Before using them, Users must always contact UBB AD and/or the relevant Seller to get upfront, written permission.

19.2 Users undertake not to infringe the intellectual property rights of UBB AD or Sellers in any way or to use same without prior, written permission.

19.3 Users undertake not to place content on UBB Match'it that infringes the intellectual property rights of third parties. Users will hold UBB AD entirely harmless against third-party claims that they have placed infringing content on UBB Match'it.

20. Users' Personal Details

The Personal Details of Users that are natural persons are processed by UBB AD, the data controller, in accordance with the UBB Privacy Statement. UBB may retain Users' Personal Details for ten years from the date Users terminate their Profile.

21. Confidentiality

21.1 UBB AD

21.1.1 Subject to the Privacy Statement and provided Users give their express consent, UBB AD may forward the following data to other KBC group entities in Bulgaria or abroad, viz.

21.1.1.1 the fact that a User has created a Profile.

21.1.1.2 the fact that a User has terminated their Profile.

21.1.1.3 the fact that a Company Page has been published; and

21.1.1.4 the fact that the Status of a Company Page has changed.

for the purpose of discussing finance and investment opportunities. Users that give their consent according to this article may revoke their consent at any time by request in writing sent to UBB AD through the UBB Match'it system.

21.1.2 In accordance with general custom, UBB AD will not provide information concerning its Users to third parties outside the KBC group (including the government or spouses) without their express consent unless it is legally required to do so or it has a legitimate interest in doing so.

21.1.3 Users give the broadest of consent to UBB AD to disclose all documents that might be legally or otherwise reasonably demanded by (domestic or foreign) tax, prudential, judicial and other authorities, agencies, bodies or persons. Insofar as may be necessary, Users also confer on UBB AD irrevocable consent to effect intimation on said authorities, agencies, bodies and persons.

21.2 Users

21.2.1 Buyers agree that access to the Detailed Page is subject to acceptance of the Confidentiality Agreement.

21.2.2 Users undertake inter alia that, regarding the confidential information of other Users:

21.2.2.1 they will keep it strictly confidential at all times.

21.2.2.2 they will not divulge it to third parties without the other party's prior consent; and

21.2.2.3 they will not use it for purposes other than those for which information is provided via UBB Match'It, such as to develop or to advance business activities.

22. Liability

22.1 All of UBB' obligations relating to the provision of UBB Match'It are best-efforts obligations.

22.2 Offer of the UBB Match'It Service and UBB Match'It implies no guarantee whatsoever of the likelihood of locating Buyer and the feasibility of further negotiations. Nor does UBB AD provide financial, legal, tax, corporate finance or any other kind of advice to Users under the UBB Match'It Service. All Users should engage their own advisers as they deem fit.

22.3 UBB AD bears liability exclusively for immediate, foreseeable loss arising from wilful acts or omissions or gross negligence on its part. In all events, UBB' liability is limited to a total amount equal to twice the periodic charge payments made by the relevant Buyer, except in cases of wilful acts or omissions or fraud on the part of UBB AD.

22.4 In particular, UBB AD will not be liable in any way:

22.4.1 in the case of events (i) outside its control or due to force majeure such as war, riot, terrorism, strikes, industrial conflicts, power cuts, fire, explosion, flood, earthquake and other natural and nuclear disasters, exceptional weather, transmission difficulties, breakdowns or disruptions of computer and other systems and destruction or deletion of their data or fraudulent use thereof by third parties, defective functioning of any means of communication, etc., (ii) resulting in the services of UBB being interrupted, disrupted and/or slowed down or (iii) due to other force majeure occurrences hindering normal, smooth service;

22.4.2 for shipping problems caused by factors outside the immediate control of UBB AD, such as a temporary disruption of postal services or a postal strike;

22.4.3 for loss as a result of measures by Bulgarian or foreign governments or self-regulating authorities.

22.4.4 for failure by third parties to meet obligations owed to UBB AD.

22.4.5 for failure by third parties, regardless of whether they are referred to on UBB Match'It, to meet obligations to Users or for the quality of advice (such as legal or accounting opinions), including, but not limited to, their timeliness and/or correctness;

22.4.6 for errors, inaccuracies or deficiencies in the information provided by Users or third parties that is made available to other Users on or via UBB Match'It;

22.4.7 in the case of interruptions or malfunctions due to the Internet and/or UBB Match'It being overloaded;

22.4.8 if the service has to be interrupted (e.g., for maintenance, repair or improvement of the existing hardware or software);

22.4.9 if the service is interrupted or malfunctions due to deficiencies, actions, malfunctions or faults on the part of the Internet provider, a third party or Users;

22.4.10 for any harm caused by viruses, Trojan horses or other malicious material that is not detected or neutralised despite the various security processes in place; or

22.4.11 for harm due to defects in the infrastructure of one or more Users.

22.5 Even if UBB AD has been informed of the possibility of indirect or consequential harm, its liability to a User will in no event give rise to compensation for indirect or consequential damages of a financial, commercial or other nature, including, but not limited to, increased overheads, timetabling disruptions, loss of profit, loss of turnover, loss of income, lost opportunity, loss of or damage to data, damaged image and/or reputation, loss of goodwill, loss of clientele or loss of anticipated savings.

25.6 Each User will hold UBB AD harmless and indemnify it in the event of claims consequent on:

25.6.1 breach of the Conditions of Use;

25.6.2 information or messages exchanged via UBB Match'lt;

25.6.3 obligations contracted via UBB Match'lt.

23. Complaints

The User must file any complaints with UBB' Investment Banking department for processing by addressing them to UBB Investment Banking Department, Sofia, 89B Vitosha Blvd., or e-mailed to info@Matchit.ubb.bg.

24. Conflicts of interests

24.1 UBB has taken appropriate organisational and administrative measures, which include a policy concerning conflicts of interests, with the intention of taking all reasonable measures to prevent such conflicts of interests between UBB AD (including its directors, employees and related companies) and clients or between clients (including Users) inter se negatively impacting the interests of Users. This conflicts of interest policy forms part of the KBC and UBB group's conflicts of interests' principles.

24.2 Users can obtain additional information on this conflicts of interest policy on request from UBB AD.

25. Duration and Termination

25.1 The contractual relationship formed between Buyers and UBB AD upon the creation of a Profile is entered into for the period as specified in the Schedule of Rates and Charges.

25.2 The User may delete their Profile at any time at no additional cost by requesting deactivation or by addressing a registered letter to UBB AD, Investment Banking department, Attn. UBB Match'lt, Sofia, 89B Vitosha Blvd or via an email to info@matchit.ubb.bg. Deletion or termination by Users of their Profile will not affect the rights and obligations acquired by parties while the Profile was active, however. The periodic charges referred to in Article 13.2 therefore continue to be due.

25.3 UBB AD may at any time deny Users use of and access to UBB Match'lt or block it, even without prior notice, in the following cases (without prejudice to the generality):

25.3.1 breach by a User of these Conditions of Use;

25.3.2 breach by a User of the rights of UBB AD, including its intellectual property rights;

25.3.3 use of UBB Match'It to the extent that it harms UBB Match'It itself, its Users and/or UBB AD (including use of the platform for transfers of immovable properties, immovable rights, or business assets).

25.4 UBB AD reserves the right to immediately delete Profiles upon simple notification and without adherence to a notice period in the following cases:

25.4.1 failure by a User to meet obligations resulting from these Conditions of Use;

25.4.2 breach by a User of the terms, conditions and representations applying by reference; and

25.4.3 death, bankruptcy, dissolution or judicial reorganisation of a User.

25.5 Upon deletion of a Profile, its User may no longer make use of UBB Match'It as of the date of deletion.

25.6 The following clauses of these Conditions of Use survive deletion of a Profile: 1, 4, 14, 18, 19, 20, 21, 22, 25.6, 27.9 and 27.10.

26. Language

26.1 UBB Match'It is available in Bulgarian and English.

26.2 Communication via UBB Match'It may be in Bulgarian or English. At the start of the client relationship, Users can state the language in which they prefer to receive messages from UBB AD.

26.3 Users understand and agree that certain information, particularly information about the Company that is provided by a Seller may be provided in Bulgarian or English according to that Seller's preference.

27. Miscellaneous

27.1 Amendments

UBB AD may at any time unilaterally amend or supplement these Conditions of Use and the Tariff for fees and commissions. Such amendments and supplements will be announced by UBB AD on UBB Match'It and are binding from the announced date. Users not agreeing with the Conditions of Use and the Tariff for fees and commissions as amended or supplemented must terminate their Profile within ten business days according to Article 25.2, failing which they will be deemed to consent to the amended or supplemented Conditions of Use and the Tariff for fees and commissions.

27.2 Assignment of rights and obligations

27.2.1 Users may not wholly or partly assign the rights and obligations inuring to them under these Conditions of Use to a third party without the prior, written consent of UBB AD. Until such time as consent is given, Users remain liable for performance of all the obligations they wish to assign (without prejudice to other rights and legal remedies that UBB AD might enforce in the event of breach of this article).

27.2.2 UBB AD may wholly or partly assign its rights and obligations under these Conditions of Use to a third party without the prior, written consent of Users provided the third party possesses the requisite knowledge and resources to pursue the rights and obligations resulting from the Conditions of Use.

27.2.3 Subject to the assignment limitations set down in this Article 27.2, the provisions of these Conditions of Use inure to

the benefit of the parties, and are binding on them, as well as their respective heirs, assigns and successors in title.

27.3 Titles

The titles and headings in these Conditions of Use are of no legal force and are to be disregarded in interpreting the terms of these Conditions of Use.

27.4 Severability

Should any provision of these Conditions of Use be held wholly or partially unlawful, void or unenforceable under applicable law, that provision or the relevant part thereof will be deemed not to form part of these Conditions of Use, whereby the legality, validity and enforceability of the remaining provisions of these Conditions of Use will not be affected. The void or disregarded provision is replaced by a lawful provision coming as close as possible to the intentions of the parties in question.

27.5 Waivers

Unless otherwise provided in these Conditions of Use, failure or delay by UBB AD in exercising a right or remedy bestowed under these Conditions of Use may in no event be construed as a waiver of that right or remedy or of any other right or remedy inuring to UBB AD pursuant to these Conditions of Use. Likewise, partial exercise of a right or remedy under these Conditions of Use does not bar UBB AD from subsequently demanding full exercise of that right or remedy or the exercise of any other right or remedy inuring to UBB AD pursuant to these Conditions of Use. All waivers by UBB AD have to be in writing and signed by one of its authorised representatives.

27.6 Deposit

UBB is not obliged to keep its accounting records, supporting documents or other documents for a period longer than, or in a form different from, that required by statute. Whenever documents of any nature are requested, UBB may charge the requester a search fee.

27.7 Prescription

Claims against UBB AD prescribe within the deadlines and under the conditions laid down in the applicable Bulgarian legislation.

27.8 Third parties

UBB reserves the right to outsource certain parts of its services to third parties including other entities of the KBC group. Users accept that such outsourcing means that certain of the client's data will be divulged to the relevant subcontractor as part of the outsourcing.

27.9 Governing law

These Conditions of Use and all non-contractual undertakings arising from or in relation to these Conditions of Use are governed by Bulgarian law.

27.10 Jurisdiction

All disputes arising from or in relation to these Conditions of Use (including disputes regarding non-contractual undertakings arising from or in relation to these Conditions of Use) are within the exclusive jurisdiction of the Bulgarian courts.

Signature

(Preceded by the handwritten words 'read and approved')

Name:

Function:

Date:

Place:

Name:

Function:

Date:

Place: