

On this day, ....., this Framework Agreement for opening and maintaining bank accounts and providing payment services to natural persons – customers (hereinafter referred to as **FRAMEWORK AGREEMENT**) was entered into by and between:

**1. BULGARIAN AMERICAN CREDIT BANK AD**, registered with the Commercial Register kept by the Registry Agency with Unified Identification Code (UIC) 121246419, registered under company file No. 12587/1996 as per the docket of Sofia City Court, with seat and registered office at 2 Slavyanska Street, Sofia Municipality, 1000 Sofia, as a licensed provider of payment services pursuant to Art.3(1)(1) of the Payment Services and Payment Systems Act (PSPSA), contact e-mail: [bacb@bacb.bg](mailto:bacb@bacb.bg), website: [www.bacb.bg](http://www.bacb.bg), competent supervisory body: Bulgarian National Bank, hereinafter referred to as the **Bank** – on the one hand,

AND  
2....., identifier (PIN/FPIN) .....,  
address:....., as the user of payment services within  
the meaning of PSPSA, hereinafter referred to as the “**Customer**” or “**User**”, on the other hand,  
Whereby the Parties agreed on the following:

### **I. SUBJECT MATTER OF THE AGREEMENT. PRELIMINARY INFORMATION. TERM.**

Article 1. This **Framework Agreement** shall be subject to the General Terms and Conditions of Bulgarian American Credit Bank AD for the provision of payment services and the related payment instruments (hereinafter referred to as the “**General Terms and Conditions**”) and shall regulate the opening and maintenance of bank account in the name of the **Customer**, including such payment account with basic features, the provision of payment services from this account, future execution of a single payment transaction or series of payment transactions, authorized by the **Customer** (ordered or with prior consent), subject to the specific and/or additional conditions for keeping the particular type of account.

Article 2. Through a payment account with basic features, the **Bank** shall provide to the **Customer** the following services in BGN on the territory of the Republic of Bulgaria, (detailed in the **Bank**’s Tariff for natural persons, in the section on Payment accounts with basic features):

1/ opening, using and closing of accounts;

2/ depositing funds to bank accounts;

3/ withdrawal of cash from bank accounts at a counter of the **Bank** or ATM;

4/ execution of the following payment transactions: a) direct debits; b) payment transactions by payment card, including payments via the **Bank**’s remote banking channels; c) credit transfers, including standing orders at ATM terminal devices and POS, at counters, when available, as well as via the **Bank**’s remote banking channels; d) payment transactions performed by payment card at the initiative of or through the beneficiary with the prior consent of the Customer, acting as the payer.

The **Bank** may also provide other services than those described above through the **Customer**’s payment account with basic features applying the fees and commissions for payment accounts as described in the **Bank**’s Tariff for natural persons.

Article 3. Prior to concluding this **Framework Agreement**, the **Bank** has provided to the **Customer** on paper or any other durable medium the current General Terms and Conditions of BACB AD for the provision of payment services and related payment instruments, which the **Customer** has signed, and which contain the preliminary information under Art. 60 PSPSA.

Article 4. The **Bank** shall open a bank account of a **Customer** based on submitted **Application form for bank account opening**, along with the documents enclosed thereto required in accordance with Ordinance No.3 of BNB on the terms and conditions and the procedure for opening current accounts, for the execution of payment operations and for the use of payment instruments (Ordinance No.3) and the other relevant provisions of the effective Bulgarian legislation and the internal statutory instruments of the **Bank**.

Article 5. The **Framework Agreement** shall have effect as of the date of its signing and shall not be limited in time. In the event that this **Framework Agreement** is concluded between the Bank and the Customer in the form of an electronic document signed by the Customer with a qualified electronic signature (QES) and signed by the Bank with a QES or a server certificate, then the date of conclusion and entry into force of this Agreement shall be deemed by the Bank and the Customer to be the date on which the Framework Agreement signed by the Bank with QES or server certificate is delivered to the Customer /recorded/ in the web-based remote banking application of the **Bank** according to the procedure and under the **General Terms and Conditions**, and in this case the place of conclusion of this Agreement shall be deemed to be the registered office of the Bank.

### **II. TERMS, CONDITIONS AND TIME LIMITS FOR THE EXECUTION OF PAYMENT TRANSACTIONS. FEES, COMMISSIONS, INTEREST RATES AND FOREIGN CURRENCY EXCHANGE RATES, RELATED TO THE PAYMENT SERVICES PROVIDED**

Article 6. The terms and conditions and time limits for the execution of payment transactions under this **Framework Agreement** and the conditions for opening and maintaining the bank accounts used for the execution of payment transactions shall be defined in the **General Terms and Conditions** that form an integral part of this **Framework Agreement**.

Article 7. The **Bank** shall collect from the **Customer** fees and commissions for the payment services provided and the payment transactions executed in compliance with the **Bank's** Tariff of Fees and Commissions applicable to natural persons.

Article 8. On the bank accounts opened, the **Bank** shall apply the interest rates set out in the **Bank's** Interest Rate Bulletin. The **Bank** and the **Customer** may also negotiate other interest rates to be applied.

Article 9. The **Bank** shall reserve the right to amend the Tariff of Fees and Commissions of the **Bank** and the interest rates and the Interest Rate Bulletin. Such amendments shall be made and come into force with respect to the **Customer** in compliance with the provisions of Section IV herein. When the changes in the interest rates are more favourable to the **Customer**, they shall apply without prior notice.

Article 10. In case of foreign currency exchange, the **Bank** shall apply the buy-rate and sell-rate, respectively, as announced at the **Bank's** counters and on the **Bank's** website ([www.bacb.bg](http://www.bacb.bg)). These exchange rates shall be subject to change within the day and any changes shall be announced at the **Bank's** customer service counters and on the website of the **Bank**. The **Bank** and the **Customer** may negotiate and agree upon other exchange rates.

### **III. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Article 11. The Customer shall be entitled to:

(1) place orders or prior consents to payments with the funds on their accounts with the **Bank** in person or through their legal representatives or authorized persons. The **Customer** shall authorize payment transactions using the procedure provided for in the **General Terms and Conditions**.

(2) receive information regarding the procedure, manner and time limits for the execution of the payment services by the **Bank** before and after the payment transaction.

(3) receive statements on the account, Document with information on the fees under Art. 103 of the Payment Services and Payment Systems Act, as well as any other correspondence, notifications and other information provided by the **Bank** (hereinafter referred to as "**Customer Correspondence**") in a manner and frequency stated in writing by the Customer in the **Application for Bank Account Opening** according to the model of the **Bank**, in compliance with the provisions of the **General Terms and Conditions**.

Article 12. **The Bank shall:**

(1) Make payments from bank accounts by order or with the prior consent of the **Customer**, including at the initiative of or through the beneficiary, including when using a payment card at the initiative of or through the beneficiary, up to the amount set by the **Customer**, except in cases of enforcement in accordance with the procedure established by law;

(2) The **Bank** shall be entitled to collect ex officio amounts from the **Customers'** bank accounts due for receivables, resulting from contracts with the **Customer** (including, but not limited to: repayments of principal and/or interest on loans provided; expenditures; bank guarantees obligations etc.) and the amounts due by the **Customer** for fees and commissions on the payment services performed under this **Framework Agreement**, as per the effective Tariff of Fees and Commissions of the **Bank**. By signing this **Framework Agreement**, the **Customer** gives a prior written consent for the collection of the amounts due under Art. 21 of Ordinance No. 3 of BNB. The **Bank** shall notify the **Customer** of the reason, the size and the value date of the amount collected ex officio.

### **IV. AMENDMENT AND TERMINATION OF THE AGREEMENT**

Article 13. **The Bank** may at any time amend and supplement this **Framework Agreement** by notifying the **Customer** at least two months prior to the date of entry into force of the amendments and/or supplements. The **Bank** shall provide such notification to the **Customer** in hard copy at the **Bank's** counters or on the website of the **Bank** ([www.bacb.bg](http://www.bacb.bg)) in both Bulgarian and English language, not later than two months prior to the date of entry into force of the amendments and/or supplements. The scope of the payment services provided may be extended upon mutual agreement between the **Bank** and the **Customer**, in which case, the two-month prior notification period shall not apply.

Article 14. In the event that the **Customer** fails to notify the **Bank** in writing that they do not accept these amendments prior to the date on which the amendments take effect, the **Bank** shall consider that the Customer has accepted the amendments to the provisions of this **Framework Agreement** and shall be deemed to be bound by them.

Article 15. In the event the **Customer** notifies the **Bank** in writing that they do not accept these amendments prior to the effective date of the amendments, the **Customer** shall be entitled to terminate this **Framework Agreement** immediately before the amendments take effect without any liability for any costs and indemnities.

Article 16. The amendments in the legislation concerning the terms and conditions of maintaining a payment account, as well as the provision of payment services, shall be binding on the **Bank** and the **Customer** as of the time of their entry into force.

Article 17. This **Framework Agreement** shall be terminated and the accounts opened under this **Agreement** shall be closed in the following cases:

1/ by mutual agreement of the **Parties**;

2/ unilaterally by the **Customer** by one-month written notice, in the event that the **Customer** has no outstanding liabilities to the **Bank** at the expiry of the notice period.

3/ unilaterally by the **Bank** by two-month written notice, which shall be provided to the **Customer** in hard copy according to the procedure for receiving **Customer Correspondence**, as specified by the **Customer** upon opening the account either at the **Bank's** counters, or by registered mail.

4/ The **Bank** may ex officio close a **Customer's** account and terminate this **Framework Agreement** in the event that the following conditions are simultaneously met: for more than 6 /six/ consecutive months, no payment transaction has been made on the bank account, the **Customer** has failed to pay the monthly maintenance fee due and has no balance on the account. The provision of this clause may also apply in case of attachment of the Customer's bank account.

5/ unilaterally by the **Bank**, without notice: in case of suspicious transactions by a Customer; in case of suspicion of unauthorized use of a payment instrument or a current account by the Customer or in case of doubt about the use of a payment instrument or a current account have been for the purposes of fraud; at the discretion of the Bank for security reasons; in the case of information received by the Bank for the execution of illegal payment transactions; in case of suspicion of actions related to money laundering or terrorist financing. In such cases, the Bank may immediately terminate the relations with the Customer and notify them in writing, unless the disclosure of such information is inconsistent with the applicable law.

6/ by either **Party** in the event of default of the other **Party** under this **Framework Agreement** and the **General Terms and Conditions**, in which case no notice of termination is required.

(2) Additionally to the provisions of para. 1 (1 to 3) and (5 to 6) of this Article regarding cases of termination of the Framework Agreement, in respect to a payment account with basic features, the **Bank** may unilaterally terminate the **Framework Agreement** and close the payment account with basic features if at least one of the following conditions is met:

1./ The **Customer** has deliberately used the bank account with basic features for illegal purposes;

2./ The following conditions are simultaneously met: for more than 24 /twenty-four/ consecutive months no payment transaction has been made on the bank account with basic features, the **Customer** has failed to pay the monthly maintenance fee due and has no balance on the account. This rule may also apply in case of attachment of the Customer's account with basic features.

3./ In order to open a bank account with basic features, the **Customer** has provided incorrect information, where the provision of the correct information would have resulted in refusal of its opening;

4./ The **Customer** is no longer legally residing in the European Union;

5./ The **Customer** has subsequently opened another bank account with basic features with a bank, which enables the **Customer** to use the services listed in Art. 2 of this **Framework Agreement**.

6./ The **Customer** violates the terms and conditions of this **Framework Agreement**.

(3) If the **Bank** terminates this **Framework Agreement** with respect to a payment account with basic features on any of the grounds set forth in para 2 (2), (4), (5), and (6) of this Article, the **Bank** shall notify the **Customer** in writing of the reasons and grounds for termination by notice with a period of at least two months, unless the disclosure of such information would be contrary to the objectives of the national security or the public order. The **Bank** shall not charge a fee to the **Customer** for the notification.

(4) If the **Bank** terminates this **Framework Agreement** with respect to a payment account with basic features on any of the grounds set forth in para 2 (1) or (3) of this Article, the termination shall take effect immediately.

(5) In the event that the **Bank** terminates this **Framework Agreement** on the grounds provided in para 3 of this Article, the **Customer** shall be entitled to file an objection / complaint against the termination of the **Framework Agreement** with the **Bank** under the procedure provided for in the Policy for Handling Complaints by Customers of the **Bank** available on the **Bank's** website: [www.bacb.bg](http://www.bacb.bg). If the **Customer** is not satisfied with the **Bank's** decision on the submitted objection / complaint, the former may refer the dispute to the Conciliation Committee for Payment Disputes at the Commission for Consumer Protection at the following address: 4A Slaveykov Sq., floor 3, 1000 Sofia; telephone: + 35929330577; fax: + 35929884218; e-mail: [adr.payment@kzp.bg](mailto:adr.payment@kzp.bg); website: [www.kzp.bg](http://www.kzp.bg) and <http://abanksb.bg/pkps> and to Bulgarian National Bank at: 1, Knyaz Aleksandar I Square, 1000 Sofia

Article 18. Upon the termination of this **Framework Agreement**, the **Customer** shall pay the fees for payment services accrued periodically under the **Framework Agreement** in proportion to the expired term of the **Agreement**. If such fees are paid in advance, they shall be reimbursed in proportion to the termination.

## **V. GENERAL AND FINAL PROVISIONS**

Article 19. By signing this **Framework Agreement**, the Customer warrants and represents that he/she has received, has read and accepts as obligatory the following instruments:

- The General Terms and Conditions of BACB AD for the Provision of Payment Services and Related Payment Instruments
- The General Terms and Conditions of BACB AD for "Clean account"
- The Tariff of Fees and Commissions of BACB AD applicable to customers –natural persons
- The Interest Rates Bulletin of BACB
- The Glossary of Terms and Definitions used in the General Terms and Conditions of BACB AD.

Article 20. The **Customer** hereby represents and warrants that:

1/ I hereby acknowledge that the supplements and amendments to this **Framework Agreement** and the General Terms and Conditions, Tariff and Interest Rates Bulletin, and Glossary of Terms and Definitions referred to in the previous Article will be published on the website of the **Bank** and in case I fail to notify the **Bank** that I do not accept them prior to the date they enter into force, the **Bank** shall deem that I have accepted them and shall be bound thereto.

2/ I have been notified by the **Bank** with regard to the Privacy Policy of the **Bank**, including through the access provided to me to the Privacy Policy of BACB AD and the Privacy Notice of BACB AD, available and posted on [www.bacb.bg](http://www.bacb.bg) and in the offices of BACB AD and I hereby voluntarily provide my personal data with regard to the execution of this **Framework Agreement**, the exercise of the rights and the implementation of the obligations hereunder.

3/ I acknowledge that general information for users of the service Transfer of Bank Account and on the bank account with basic features regulated by this **Framework Agreement** is available at the cash offices of the **Bank** and on the website of the **Bank**([www.bacb.bg](http://www.bacb.bg)).

Article 21. For any conditions and relations not regulated under this **Framework Agreement**, the provisions of the General Terms and Conditions of BACB AD for the provision of payment services and related payment instruments shall apply, as well as the General Terms and Conditions of BACB AD for “Clean account”, Payment Services and Payment Systems Act, Ordinance No. 3 of the BNB and all other relevant provisions of the applicable Bulgarian law.

This **Framework Agreement** was drawn up in two identical copies, one for each of the Parties.

**FOR BULGARIAN-AMERICAN CREDIT BANK AD:**

**FOR THE CUSTOMER:**

.....

.....

/Signature, Name and Surname/