

Today, this Framework Remote Banking Agreement, hereinafter “the Agreement”, was concluded by and between:

1. BULGARIAN - AMERICAN CREDIT BANK AD, entered in the Commercial Register at the Registry Agency, having UIC 121246419, having its registered address and address of management in the city of Sofia 1000, Metropolitan Municipality, Sredets Region, 2, Slavyanska street, as licensed provider of payment services under the meaning of art. 3, Para 1, item 1 of the Payment Services and Payment Systems Act (PSPSA), electronic contact address: bacb@bacb.bg, website: www.bacb.bg, competent supervisory authority: Bulgarian National Bank, hereunder referred to as **the Bank or BACB** - on one hand, and

2...... (full name), (UIC/BULSTAT/PIN/PINF/PN), address:, as remote banking client of the Bank, referred to hereunder as the Client - on the other hand, with BACB and the Client jointly referred to as the Parties.

The Parties agreed on the following:

SECTION I. SUBJECT MATTER OF THE AGREEMENT. BACKGROUND INFORMATION.

1. The Agreement is subject to BACB's General Terms and Conditions for the provision of payment services and the related payment instruments ('General Terms and Conditions') and regulates the provision of payment services and the related payment instruments through the Bank's remote banking applications. Prior to the conclusion of the agreement, the Bank has provided the Client with the current General Terms and Conditions on paper/another durable medium, containing the preliminary information pursuant to Article 60 of the Payment Services and Payment Systems Act.
2. The contract is effective from the date of its signing and is not restricted by any term.
3. In the event that the contract is concluded as an electronic document, the Client signs it with a Qualified Electronic Signature (QES) or Electronic Transactional Authorization Number (e-TAN), and the Bank with a QES, a server certificate, or in another manner provided for in the General Terms and Conditions, which has been recognized in the relations between the parties as equivalent to a handwritten signature binding the parties.
4. Upon receipt of an electronic payment order through the Remote Banking Applications, the Bank provides the Client with real-time remote access to funds held on the Client's payment accounts, provides payment services, executes individual or series of payment transactions authorized by the Client, provides other (information) services and performs other operations based on the Client's order.
5. The scope of the products and services provided through the remote banking applications shall be described in detail in the Bank's General Terms and Conditions. The Bank may, at any time unilaterally: a) amend, implement new or introduce additional personalized security authentication tools for the purposes of client/user of remote banking applications identification or for the purposes of confirmation and signing of electronic documents/ payment operations and; b) change the scope of services offered through remote banking applications, and exclude the possibility of using them in respect of individual accounts of the Client in the case of service innovations, regulatory changes, security considerations, or others, at the discretion of the Bank. The Bank shall notify the Client of the changes on paper or electronically. In such case the two-month notice period shall not apply.

SECTION II. ACTIVATION AND USE

6. Registration or changes to the Bank's remote banking applications, are carried out: a) by the Client or a person authorized by them personally depositing a Request for the use of Remote Banking Applications or a Request for Change of Registration Data in Remote Banking Applications on paper at a Bank office, or b) through self-registration, which is only possible in cases and under conditions expressly specified in the General Terms and Conditions. The Bank activates the service within three business days after the conditions detailed in the General Terms and Conditions have been fulfilled and this Agreement has been signed.
7. Users of Remote Banking Applications allowed to manage the funds in the Client's accounts are only persons explicitly authorized by the Client, with a notarized power of attorney presented to the Bank and duly identified by the Bank.
8. The Client is obliged to use the Bank's Remote Banking Applications in strict compliance with the terms of this Agreement, the General Terms and Conditions, and the documents described in Article 15 below.

SECTION III. EXECUTION OF THE CLIENT'S ORDERS. CLIENT / USER IDENTIFICATION.

9. The Bank shall execute the orders of the Client / Remote Banking Applications User, placed through the Remote Banking Applications under the terms and conditions and in accordance to the deadlines stipulated in the General Terms and Conditions and in the Guidelines for remote banking.

10. The Client shall owe the Bank fees and commissions for executed remote transactions in accordance with the Bank's Tariff.

11. The identification of the Client and the Remote Banking Application Users and confirmation of electronic payment instructions shall be made in the order described in the General Terms and Conditions.

SECTION IV. AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT UNDER GENERAL TERMS AND CONDITIONS.

12. The Bank may at any time amend and supplement the Contract, notifying the Client at least two months before the effective date of the amendments and/or supplements. The notification is provided by the Bank to the Client in the manner agreed in the General Terms and Conditions.

13. If the Client fails to notify the Bank in writing that they do not accept the amendments before the effective date on which they enter into force, it shall be deemed by the Bank that the Client has accepted the amendments in this Agreement and is bound by them. If the Client notifies the Bank in writing that they do not not accept the amendments before the date on which the amendments in question become effective, the Client shall have the right to terminate the Agreement immediately, without being held liable as to any costs and compensations.

14. This Agreement shall be terminated in the following situations: a) by mutual agreement between the Parties; b) unilaterally by the Client with a one-month written notice, provided the Client does not have any liabilities to the Bank at the time of expiry of the notice term; c) unilaterally by the Bank with a two-month written notice provided to the Client on paper or another hard copy, delivered in accordance with the delivery of Client correspondence chosen by the them upon the conclusion of contract for opening of payment accounts with the Bank or with registered mail; d) unilaterally by the Bank, without notice: (i) upon suspicions of actions related to money laundering or terrorist financing, execution of suspicious transactions by the Client/User of Remote Banking Applications, or detection of suspicious transactions on the Client's account as defined by the Measures Against Money Laundering Act, the Measures Against Terrorist Financing Act, and the current legislation for preventing money laundering/terrorist financing; (ii) in cases of suspected unauthorized use by the Client/User of Remote Banking Applications of a payment instrument or payment account, or suspicion of use of a payment instrument or payment account by the mentioned individuals for fraudulent purposes; (iii) for security reasons; upon receiving information at the Bank about the execution of unlawful payment operations; (iv) closure of all accounts and products of the Customer; e) by either Party in case of non-fulfillment of obligations by the other Party under the Agreement and the General Terms and Conditions, in which case no prior notice for termination is required. Upon termination by the Bank, the Bank shall notify the Client/User of Remote Banking Applications in writing of the reasons for the termination of the Agreement, unless the disclosure of such information would be contrary to the applicable legislation.

15. Upon termination of this Agreement the Client shall not pay any fees or penalties related to its termination.

SECTION V. GENERAL, FINAL AND MISCELLANEOUS PROVISIONS

16. By signing this Agreement, the Client declares that: a) they have received, read and accepted as mandatory the General Terms and Conditions of BACB AD for the provision of payment services and the related payment instruments, Glossary of Terms and Definitions used in the General Terms and Conditions of BACB AD, The Tariff for Fees and Commissions of BACB AD and the Interest Rate Bulletin, the Manual for remote banking applications of BACB AD, the Manual for installation, registration and use of the BACB Signer application, the Manual for self-registration of individuals in the remote banking application BACB Online, the Manual for registration of the BACB Mobile application for the relevant operating system, Security tips for using remote banking applications and others available at all times on paper at the Bank's offices or the Bank's website, and shall strictly comply with the abovementioned in order to increase the Client's security while using the remote banking applications; b) that they have been informed by the Bank about its Data protection policy and BACB AD's Privacy Notice, which are available and published at www.bacb.bg and at the offices of BACB AD, and voluntarily provide their personal data in connection with the conclusion of this Agreement, the exercise of rights, and the fulfilment of obligations hereunder;

17. The provisions of the General Terms and Conditions of BACB AD for provision of payment services and the related payment instruments, the Payment Services and Payment Systems Act, the Law on the Rendering of Remote Financial Services (LRRFS), Ordinance No. 3 of BNB and all other relevant provisions of the effective Bulgarian legislation shall apply to all terms and relations not settled in this Agreement.

18. In the event that this Agreement is signed pursuant to s. I, item 3, the Client shall declare their explicit request that each of the Parties shall exercise the rights and shall fulfil the obligations hereunder before the Client exercises their right of waiver of the Agreement under the LRRFS.

19. This Agreement was executed and signed in two identical copies, one for each of the Parties.

FOR THE CLIENT:

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/Signature/

FOR BULGARIAN - AMERICAN CREDIT BANK AD:

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/Signature/