



FRAMEWORK AGREEMENT FOR THE OPENING AND SERVICING OF
BANK ACCOUNTS AND THE PROVISION OF PAYMENT SERVICES
TO CORPORATE CLIENTS

On this, this Framework agreement for the opening and servicing of bank accounts and the provision of payment services to corporate clients (the Contract) was concluded by:

1. **Bulgarian-American Credit Bank AD**, registered in the Commercial Register kept at the Registry Agency with a Unified Identification Code (UIC) 121246419, headquartered and managed at 2 Slavyanska Street, Sofia 1000, Capital Municipality, acting as a licensed provider of payment services as defined in Article 3, Paragraph 1, Item 1 of the Payment Services and Payment Systems Act (PSPSA), email address for correspondence: bacb@bacb.bg, website: www.bacb.bg, competent supervisory authority: Bulgarian National Bank, hereinafter shortly referred to as 'the Bank' or 'BACB', and

2., identification number (UIC/BULSTAT), with headquarters/registered address at, as a user of payment services within the meaning of the PSPSA, hereinafter shortly referred to as 'the Client'.

The parties agreed on the following:

I. SUBJECT OF THE AGREEMENT. PRELIMINARY INFORMATION. TERM.

Article 1. The Agreement is subject to the General Terms and Conditions of BACB for the provision of payment services and related payment instruments (GTCs) and governs the opening and servicing of a bank account in the name of the Client, the provision of payment services for the accounts, the future execution of individual or a series of payment transactions authorized by the Client (ordered or with prior consent), in compliance with the special and/or additional conditions for keeping the respective type of accounts. Before entering into the Agreement, the Bank has provided the Client with the current General Terms and Conditions on paper/another durable medium, which include preliminary information pursuant to Article 60 of the PSPSA.

Article 2. For account opening, the Client submits a Request for the opening of a bank account using a standard form and attaches documents required in accordance with Ordinance No. 3 of the BNB and other relevant provisions of the current Bulgarian legislation and the internal regulations of the Bank.

Article 3. The Agreement comes into effect from the date of its signing and is not limited by a term. If the Agreement is concluded in the form of an electronic document, the Client signs it with a Qualified Electronic Signature (QES), and the Bank with a QES, server certificate, or another method provided in the GTCs, which are recognized in the relationship between the parties as equivalent to a handwritten signature binding the parties.

II. CONDITIONS AND DEADLINES FOR THE EXECUTION OF PAYMENT TRANSACTIONS. FEES, COMMISSIONS, INTEREST RATES, AND EXCHANGE RATES.

Article 4. The conditions and deadlines for the execution of payment transactions, opening, and servicing of payment accounts are determined in the GTCs. For the provided payment services and performed payment transactions, the Bank charges the Client fees and commissions according to the Tariff of fees and commissions of BACB applicable to corporate clients ('the Tariff'). For the bank accounts opened, the Bank applies interest rates as defined in the Interest Rate Bulletin of BACB. Changes to the GTCs, the Tariff, and the Interest Rate Bulletin are announced on the Bank's website in the manner agreed in the GTCs, and the changes are made and come into effect in relation to the Client according to the provisions of Section IV below. Upon currency exchange, the exchange rates announced by the Bank are applied. The parties may agree on other fees, commissions, interest rates, and/or exchange rates.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES.

Article 5. The Client has the right to: 1/ issue orders or give prior consents for making payments with the funds on its accounts at the Bank, through its legal representatives or persons authorized by it in the ways provided for in the GTCs; 2/ receive information regarding the order, manner, and deadlines for the execution of payment services before and after the execution of the payment transaction; account statements, as well as any other correspondence from the Bank ('Client Correspondence') in a manner and at a frequency specified in the Request for opening an account.

Article 6. The Bank: 1/ makes payments upon the order of or with prior consent of the Client, including at the initiative of the recipient of funds, including when using a payment card at the initiative of the recipient of funds, up to the amount and under the conditions set by the Client, except in cases of enforcement by law; 2/ has the right to automatically collect from the Client's accounts any amounts due on claims arising from contracts concluded with the Client (including but not limited to, repayment installments on principal and/or interest on loans; expenses; obligations

under bank guarantees, etc.), as well as amounts due for fees and commissions according to the applicable Tariff. By signing the Agreement, the Client gives their prior written consent for the collection of due claims based on Article 21 of Ordinance No. 3 of the BNB. The Bank notifies the Client of the basis, amount, and value date of the automatically collected sum in the manner agreed between the parties.

IV. AMENDMENT AND TERMINATION OF THE AGREEMENT.

Article 7. The Bank may at any time amend and supplement the Agreement by notifying the Client before the effective date of the amendments. The notification is provided by the Bank to the Client at the Bank's counters or via the Bank's website in Bulgarian and English, or through the Bank's remote banking applications.

Article 8. If the Client fails to notify the Bank in writing that they do not accept these changes before their effective date, the Bank will consider that the Client has accepted the changes to the Agreement terms and is bound by them. If the Client notifies the Bank in writing that they do not accept these changes before their effective date, they have the right to terminate the Agreement immediately, without being liable for expenses and compensations.

Article 9. (1) This Agreement is terminated and the accounts opened based on it are closed in the following cases: 1/ by mutual consent between the Parties; 2/ unilaterally by the Client with one month's written notice, in case the Client has no obligations to the Bank at the time of the notice period's expiry; 3/ unilaterally by the Bank with one month's written notice, provided to the Client on paper in the manner chosen for exchanging Client Correspondence (selected at the time of account opening) or at the Bank's counters, or by registered mail; 4/ unilaterally at the Bank's discretion, if the following conditions are met simultaneously: for more than 6 (six) consecutive months, no payment transaction has been made on the Client's account, the Client has not paid the due fees for monthly account maintenance, and there is no balance on it. Analogically, the Bank also has the right to close the account in case of imposed restraint; 5/ unilaterally by the Bank, without notice, in case of: (i) suspicions of actions related to money laundering or terrorism financing, performed by the Client or identification of suspicious transactions on the Client's account under the Measures Against Money Laundering Act, the Measures Against Terrorist Financing Act, and the current legislation for preventing money laundering/terrorism financing; (ii) suspicions of unauthorized use by the Client of a payment instrument or payment account or suspicion of using a payment instrument or payment account for fraud; (iii) security considerations; (iv) information received by the Bank about unauthorized payment transactions; 6/ by either Party in case of non-fulfilment of the other Party's obligations under the Agreement and the GTCs, in which case no notice period for termination is required.

(2) If, after the termination of the Agreement, there are funds available in the Client's account, the Bank transfers them to a temporary non-interest-bearing account until disposition of the sum.

(3) Upon termination of the Agreement, the Client pays the periodically accrued fees for payment services proportionally for the elapsed term of the Agreement. If such fees have been paid in advance, they are refunded proportionally to the period of termination.

V. GENERAL AND FINAL CLAUSES.

Article 10. By signing the Agreement, the Client declares that: 1/ they have received, are acquainted with, and accept as binding: the General Terms and Conditions, the Tariff, the Interest Rate Bulletin, and the Glossary of Terms and Definitions; 2/ they are informed about the Policy and the Notice to BACB's clients regarding personal data protection, announced at the counters and on the Bank's website; 3/ they voluntarily provide their personal data in connection with the conclusion of the Agreement.

Article 11. Any conditions and relationships not regulated in this Agreement shall be governed by the General Terms and Conditions, an integral part of this Agreement, PSPSA, Ordinance No. 3 of the BNB, and any other relevant provisions of the current Bulgarian legislation.

This Agreement is drawn up in two identical counterparts, one for each party.

FOR "BULGARIAN-AMERICAN CREDIT BANK" AD:

FOR THE CLIENT:

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/Signature/