FRAMEWORK AGREEMENT FOR REMOTE BANKING
OF BULGARIAN - AMERICAN CREDIT BANK AD

On this .... day of .... the following Framework Agreement for Distant Banking by Bulgarian - American Credit Bank AD, hereunder referred to as the "**Framework Agreement**", was signed in an office of Bulgarian - American Credit Bank AD by and between:

1. BULGARIAN - AMERICAN CREDIT BANK AD, entered in the Commercial Register at the Registry Agency, having UIC 121246419, registered under case file No 12587/1996 as per the list of Sofia City Court, 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 Law on Payment Services and Payment Systems (LPSPS), electronic contact address: bacb@bacb.bg, website: www.bacb.bg, competent supervisory authority: Bulgarian National Bank, hereunder referred to as the **Bank** - on one hand, and

2. ...., identification No (UIC/BULSTAT/PIN/PINF) ...., permanent address / address of management: ...., as remote banking client of the **Bank**, referred to hereunder as the "**Client**" - on the other hand.

If this **Framework Agreement** is signed between the **Bank** and the **Client** in the form of electronic document, signed by the **Client** with a qualifying electronic signature, and by the **Bank,** signed with a qualifying electronic signature or server certificate, the **Bank** and the **Client** shall accept as the date of execution and entering into force of this Agreement the date on which the **Framework Agreement** for Remote Banking, signed by the Bank with a qualifying electronic signature or server certificate has been made available to the **Client** /stored/ in the "BACB Plus" bank portal in the manner and under the terms and conditions of the General Terms and Conditions for Remote Banking of Bulgarian - American Credit Bank AD. The place the **Parties** shall consider place of execution of the Agreement shall be the address of management of the **Bank**.

Whereas the parties have agreed as follows:

SECTION I. SUBJECT MATTER OF THE AGREEMENT. BACKGROUND INFORMATION.
1. The **Bank** shall, under the terms and conditions of this **Framework Agreement** and the General Terms and Conditions of the Bank for Remote Banking, provide to the **Client,** based on electronic bank payment order received through the channels of the Virtual Bank "BACB Plus", remote access to the funds held in the payment accounts of the **Client** with the **Bank**, shall provide payment services, execution of individual or series of payment transactions, allowed by the **Client** and shall carry out other actions ordered by the **Client**. The **Bank** shall, under the terms and conditions of this **Framework Agreement** and the General Terms and Conditions of the **Bank** for the use of remote banking, provide other banking services to the **Client** as well.
2. The scope of the products and services provided through the remote banking of the **Bank** shall be described in detail in the **Bank's** General Terms and Conditions for Remote Banking. The **Bank** may, at any time and at its discretion, amend and / or supplement the scope of the provided products and services, accessible through the remote banking. In this case the **Bank** shall notify the **Client** in a timely fashion in writing or via electronic means.
3. Upon the use of the BACB Plus Virtual bank the **Client** shall have real-time access to all his/her accounts with the **Bank**. Upon the use of the **Bank's** internet banking the **Client** shall have access only to the accounts, registered for internet access as stated in the *Request for use of the Internet Banking service* or in the *Application for registration*, filled-in on the **Bank's** website (https://ib.bacb.bg), as well as to the deposits opened through the **Bank's** internet banking system**.**
4. Based on the electronic bank payment order received via the channels of the **Bank's** Virtual Bank "BACB Plus", the **Bank** shall debit the accounts of the **Client** with the amount of the transactions carried out and the due fees and commissions.
5. During the term of validity of this **Framework Agreement** the **Bank** shall accept for execution also written orders of the **Client** presented on a hard copy.
6. Prior to the signing of this **Framework Agreement the Bank** shall provide the **Client** with a hard copy of or on another long-term lasting carrier the effective General Terms and Conditions for the Rendering of Payment Services, as well as the General Terms of Business, where the **Bank** has disclosed the preliminary information under art. 41 of the LPSPS.

SECTION II. ACTIVATION AND USE
7. The registration and the use of the **Bank's** Virtual Bank "BACB Plus" shall be done in one of the following two ways: a) through the filling-in of an electronic form via the **Bank's** portal "BACB Plus" or b) through submission of *Request for the use of remote banking channels* on a hard copy in any of the offices / branches of the **Bank** or through the Bank's Agent. The **Bank** shall activate the service within three working days after the conditions, described in detail in the General Terms and Conditions for Remote Banking have been met and after the signing of this **Framework Agreement**.
8. The **Bank** shall activate the internet banking service within three working days after the simultaneous fulfilment of the following conditions: a) the **Client** has filled-in, signed and submitted at the counters of the **Bank** a *Request for Use of the Internet Banking Service* or a *Request for registration*, and in case of registration through a **Bank's** Agent, the **Bank** has received through the Agent an application by the **Client** for the use of the internet banking; b) the **Client** and the **Bank** have signed this **Framework Agreement** and c) the **Client** has read and accepted the General Terms and Conditions for Remote Banking of the **Bank**, the General Terms and Conditions for the Rendering of Payment Services, as well as the General Terms of Business.
9. The **Client** shall transact via the remote channels of the **Bank's** Virtual Bank "BACB Plus" and / or the internet banking system personally or, if the **Client** is a legal entity, through its legal representatives. The **Client** shall have the right to authorise third parties (referred to hereunder as "the Users") to have access to the Remote banking channels and to transact with the **Client's** accounts on his behalf and at his expense, by carrying out transactions with pre-set rights. In this case Users having the right to dispose with the funds in the accounts of the **Client** may only be persons explicitly authorised by the **Client** by virtue of a notarised power of attorney, submitted to the **Bank**, whereas the disposal shall become possible following due identification of the Users by an officer of the Bank.
10. The **Client** shall be obliged to carry out remote banking through the **Bank's** portal "BACB Plus", the mobile banking, the remote customer service centre, and the **Bank's** internet banking while in strict compliance with the terms of this **Framework Agreement**, the General Terms and

For the Client: ....   For the Bank: ....

Conditions for Remote Banking, the General Terms and Conditions for the Rendering of Payment Services, the General Terms of Business, the Framework Agreement for the opening and keeping of bank accounts and rendering of payment services, the remote banking instructions and the Instructions on the Operation of Internet Banking of the **Bank**.

SECTION III. EXECUTION OF THE CLIENT'S ORDERS.

11. The **Bank** shall execute the orders of the **Client** and / or of the User, placed remotely under the terms and conditions and within the deadlines stated in the General Terms and Conditions for Remote Banking, the General Terms and Conditions for the Rendering of Payment Services, the remote banking instructions and the Instructions for the operation of internet banking, which shall form an integral part to this **Framework Agreement**.

12. The **Client** shall owe the **Bank** fees and commissions for the remotely executed transactions in accordance with the **Bank's** Fees and Commissions Tariff.

SECTION IV. ENTERING INTO FORCE. TERM OF THE FRAMEWORK AGREEMENT. AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT.

13. Upon the use of the **Bank's** portal "BACB Plus", the mobile banking and the **Bank's** customer remote servicing centre this **Framework Agreement** shall enter into force after it is signed by both parties in the manner described above and in the General Terms and Conditions for Remote Banking. Upon the use of the internet banking system this **Framework Agreement** shall enter into force after the **Client** or the User receive user name, access password and / or TAN list.

14. This **Framework Agreement** shall not be limited with a term.

15. **The Bank** may amend and supplement this **Framework Agreement** at any time by notifying the **Client** at least two months before the date of entering into force of the amendments and / or supplementations. The notice shall be delivered by **the Bank** to the **Client** on a hard copy at the **Bank's** counters or via the **Bank's** website (www.bacb.bg) in Bulgarian and in English languages, not less than two months prior to the date of entering into force of the amendments and / or supplementations. The scope of the payment services provided may change at the discretion of the **Bank**. In this case the two-month advance notice term shall not apply.

16. If the **Client** shall not notify the **Bank** in writing that the **Client** does not accept these amendments before the date on which they enter into force, it shall be deemed by the **Bank** that the **Client** has accepted the amendments in the terms and conditions of this **Framework Agreement** and the **Client** shall be considered bound by them.

17. If the **Client** shall notify the **Bank** in writing that the **Client** does not accept the amendments before the date on which the amendments become effective, the **Client** shall have the right to terminate the **Framework Agreement** immediately before the date on which the amendments become effective, without being held liable as to any costs and compensations.

18. Any amendments in the legislation affecting the terms of servicing of the payment account, as well as the rendering of payment services, shall become mandatory for the **Bank** and the **Client** as of the time of their entering into force.

19. This **Framework Agreement** shall be terminated in any of 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 a hard copy as provided for regarding the delivery of customer correspondence chosen by the **Client** at the time of the opening of payment accounts with the **Bank** or at the **Bank's** counters, or via registered mail.

20. Upon termination of this termless **Framework Agreement** the **Client** shall not pay any fees or defaults related to its termination.

21. This **Framework Agreement** may be terminated without the application of the provisions of the two articles above by either **Party** in case of non-performance of the obligations by the other **Party**. No termination notice term shall be required in such a case.

22. The termination of this **Framework Agreement** shall not affect the contractual relations between the **Bank** and the **Client** under the Framework Agreement for the Opening and Servicing of a Bank Account and the Rendering of Payment Services and other contracts.

SECTION V. GENERAL, CONCLUDING AND MISCELLANEOUS PROVISIONS

23. By virtue of the signing of this **Framework Agreement, the Client** shall declare that: a) he / she has received, read and accepts as being mandatory the General Terms and Conditions for Remote Banking, the remote banking instructions and the Instructions for the Operation of Internet Banking; b) he / she is aware that the amendments and supplementations of this **Framework Agreement,** the General Terms and Conditions for Remote Banking, the other General Terms and Conditions of the **Bank**, the Fees and Commissions Tariff and the **Bank's** Interest Rate Bulletin will be announced on the **Bank's** website and provided he / she does not notify the **Bank** in writing that the **Client** does not accept these amendments before the date on which the latter become effective, **the Bank** shall deem that he / she has accepted them and that he / she is bound by them; c) he / she agrees that the **Bank** shall store and use his / her personal data, which the **Bank** becomes aware of in relation to this **Framework Agreement** and that the **Bank** may provide these to third parties in compliance with the Personal Data Protection Act, as well as the Bank may process the **Client's** personal data in any other way allowed by law, under the procedure and the terms and conditions of the General Terms of Business of the **Bank.**

24. The provisions of the General Terms and Conditions for Remote Banking, the General Terms and Conditions for the Rendering of Payment Services, the General Terms of Business, the Law on Payment Services and Payment Systems, 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 **Framework Agreement**.

25. By virtue of the signing of this **Framework Agreement** the **Client** shall declare his / her explicit request that each of the **Parties** shall exercise the rights and shall fulfil the obligations under this **Framework Agreement** before the **Client** shall exercise his / her right to refusal from the agreement as provided for in the LRRFS.

This **Framework Agreement** was executed in two identical copies, one copy for each party.

FOR THE CLIENT: **FOR BULGARIAN - AMERICAN CREDIT BANK AD**:
....

For the Client: ....   For the Bank: ....