

Today,, this Framework Agreement on setting up and maintaining bank accounts and provision of payment services to natural persons – customers (hereinafter referred to as **FRAMEWORK AGREEMENT**) was concluded by and between:

1. BULGARIAN – AMERICAN CREDIT BANK AD, entered in the Commercial Register kept by the Registry Agency, with Unified Identification Code (UIC) 121246419, registered under company file No. 12587/1996 on the inventory of Sofia City Court, with seat and registered address in Sofia 1000, Sofia Municipality, 2, Slavyanska str., as a licensed provider of payment services pursuant to the Payment Services and Payment Systems Act (PSPSA), Article 3, par. 1.1., e-mail address: bacb@bacb.bg, website: www.bacb.bg, competent supervisory body: Bulgarian National Bank – as the one party,
AND

2., identifier (PIN/FPIN), address:
....., as user of payment services within the meaning of PSPSA, hereinafter referred to as **Customer** or **User** – as the other party, whereby the parties agreed on the following:

I. SUBJECT OF THE AGREEMENT, PRELIMINARY INFORMATION, DEADLINE.

Article 1. This **Framework Agreement** regulates the opening and maintenance of bank account in the name of **the Customer** including such for basic operations, the provision of payment services from this account, future execution of one-off or reoccurring 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. Based on a bank account for basic operations, **the Bank** shall provide to **the Customer** the following services (detailed in the List of terms and conditions, applicable for customers - individuals in the section on Bank accounts for basic services):

1/ opening, using and closing of accounts in BGN;

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 within the European Union: a) direct debits; b) payment transactions via payment card, including payments through the Virtual Bank BACB Plus; c) credit transfers, including orders for periodic transfers at ATM terminal devices and POS, at counters, when available, as well as via **the Bank's** online banking system - Virtual Bank BACB Plus.

The Bank also provides other than the described above services to the **Customer's** bank accounts for basic operations applying the fees and commissions to current accounts as described in the **Bank's** List of terms and conditions, applicable for customers - individuals .

Article 3. **The Bank** shall provide each **Customer** with the General Terms and Conditions for provision of Payment Services where **the Bank** has disclosed preliminary information under Article 41 of PSPSA, either on paper or on another durable medium, prior to concluding this **Framework Agreement**.

Article 4. **The Bank** shall open a bank account of a **Customer** based on submitted **Application form for bank account opening** together with the documents enclosed thereto required in accordance with Ordinance No.3 of BNB for the terms and conditions of executing payment transactions and the use of payment instruments (Ordinance No.3) and the other relevant provisions of the acting Bulgarian legislation and internal statutory documents of the **Bank**.

Article 5. **The Framework Agreement** shall be effective as of the date of its signing for an indefinite period.

II. TERMS, CONDITIONS AND DEADLINES FOR EXECUTING PAYMENT TRANSACTIONS. FEES, COMMISSIONS, INTEREST RATES AND FOREIGN CURRENCY EXCHANGE RATES, RELATED TO PAYMENT SERVICES PROVISION

Article 6. The terms and conditions for execution of payment transactions under this **Framework Agreement** and the conditions for opening and maintaining bank accounts used for the execution of payment transactions are defined in the **General Terms and Conditions for Provision of Payment Services by the Bank**, which form an integral part of this **Framework Agreement**.

Article 7. For the payment services provided and the payment transactions performed, **the Bank** shall charge the **Customers** fees and commissions as per List of terms and conditions, applicable for customers - individuals .

Article 8. On the opened bank accounts, **the Bank** shall apply the interest rates specified in the **Bank's** Interest Rates Bulletin. **The Bank** and **the Customer** may negotiate and agree upon other interest rates to be applied.

Article 9. **The Bank** shall reserve its right to amend its List of terms and conditions, as well as the interest rates and the Interest Rates Bulletin. Such amendments shall be introduced and shall come into force with respect to **the Customer** under the provisions of Section IV below. When the changes in interest rates are more favorable to **the Customer**, the latter shall apply without prior notice.

Article.10. Upon foreign currency exchange, **the Bank** shall apply the buy-rate and sell-rate, respectively, as announced at the **Bank's** counters and on the internet site of **the Bank** (www.bacb.bg). These exchange rates are subject to change within the day and any changes shall be announced at **the Bank's** customer service counters and on the internet site 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:

(1) is entitled to place orders or prior consents to payments with the funds in their accounts at **the Bank**, in person or through their legal representatives or authorized persons. **The Customer** shall authorize payment transactions in the manner provided for in the **General Terms and Conditions for Provision of Payment Services**.

(2) is entitled to receive information regarding the procedure, manner and terms for execution of payment services by **the Bank** before and after the payment transaction.

(3) is entitled to receive statements of the account 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 former in the **Application form for bank account opening**, in compliance with the **General Terms and Conditions for Provision of Payment Services**.

Article 12. The Bank:

(1) executes payments from bank accounts by order or with the prior consent of **the Customer** to the amount and as per the terms and conditions, set by **the Customer**, except in cases of enforced execution under the procedure established by law;

(2) **The Bank** has the right to collect officially from **the Customers'** bank accounts amounts due by **the Customer** on its receivables, resulting from contracts with **the Customer** (including, but not limited to: repayments of principal and / or interest of loans provided; expenditures; bank guarantees obligations etc) and the amounts for fees and commissions due to it by **the Customer** for payment services performed under this **Framework Agreement**, as per the acting List of terms and conditions, applicable for customers - individuals of **the Bank**. By signing this **Framework Agreement** **the Customer** gives his/her prior written consent for collection of the amounts due by **the Customer** under Article 21 of Ordinance № 3 of the BNB. Based on the procedure agreed between the parties, **the Bank** shall notify **the Customer** of the reason, the amount and the value date of the officially collected amount from its bank account.

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 when such amendments and/or supplements shall come into effect. **The Bank** shall provide such notification to **the Customer** as a hard copy at the **Bank's** counters or on the **Bank's** internet site (www.bacb.bg) in both the Bulgarian and the English language, not later than two months prior to the date when the amendments and/or supplements shall become effective. The scope of the payment services provided may be extended upon mutual agreement between **the Bank** and **the Customer**, in which case, the two months prior notification period shall not apply.

Article 14. In the event that **the Customer** fails to notify **the Bank** in writing that he/she does not accept the modifications prior to the date on which they shall take effect, **the Bank** shall deem that **the Customer** has accepted the amendments to this **Framework Agreement** and that **the Customer** shall be considered to be bound by them.

Article 15. In the event that **the Customer** notifies **the Bank** in writing that he/she does not accept the amendments prior to the date on which such amendments shall take effect, **the Customer** shall be entitled to terminate this **Framework Agreement** immediately prior to the date on which the amendments take effect without being held liable for any costs and indemnities.

Article 16. Changes in the legislation concerning the terms and conditions of maintaining a payment account and payment services provision shall be binding for both **the Bank** and **the Customer**, as of the date of their enactment.

Article 17. (1) This **Framework Agreement** shall be terminated and the accounts opened under this **Agreement** shall be closed in the following cases:

1/ by mutual consent between **the Parties**;

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

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

4/ **the Bank** may officially close the **Customer's** account and terminate the present **Framework Agreement** in case the following conditions are simultaneously available: for more than 6 /six/ consecutive months the **Customer** has not made a single bank transaction, has not paid the monthly maintenance fees and has not had any balance on his/her account. This rule also applies in case the **Customer's** account is under distraint.

(2) Additional to the provided in the preceding paragraph of this Article, with regard to a bank account for basic operations, **the Bank** may unilaterally terminate **the Framework Agreement** under at least one of the following conditions:

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

2./ The following conditions are simultaneously available: for more than 6 /six/ consecutive months the **Customer** has not made a single bank transaction, has not paid the monthly maintenance fees and has not had any balance on his/her account. This rule also applies in case the **Customer's** account for basic operations is under distraint.

3./ In order to open a bank account for basic operations, **the Customer** has provided incorrect information, where provision of 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 for basic operations in a bank, which enables him/her 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 bank account for basic operations on any of the grounds set forth in item 2/, 4/ - 6/ of the preceding paragraph 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 national security or 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 bank account for basic operations on any of the grounds set forth in para 2, item 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** has the right 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** published on the Bank's website: www.bacb.bg. If **the Customer** is not satisfied with **the Bank's** decision on 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: Sofia 1000, 4A, Slaveykov square, fl. 3; phone: + 359 2 933 05 77; fax: + 359 2 988 42 18; e-mail: adr.payment@kzp.bg; website: www.kzp.bg and <http://abanksb.bg/pkps>.

Article 18. Upon termination of this **Framework Agreement** **the Customer** shall pay the periodically accrued under the **Framework agreement** fees for payment services, proportionally to the elapsed duration of the **Agreement**. If such fees have been paid in advance, they shall be refunded, proportionally to the period of termination.

Article 19. This **Framework Agreement** may be terminated without applying the provisions of the two preceding articles by any of the **Parties** in case of default committed by the other **Party**, and in such case a notice period for termination shall not be required.

V. GENERAL AND FINAL PROVISIONS

Article 20. By signing this **Framework Agreement** **the Customer** declares that he has received, read and accepted for compulsory the following:

- The General Terms and Conditions for Provision of Payment Services of BACB
- The General Terms and Conditions of Business of BACB
- The General Terms and Conditions for Remote Banking of BACB
- The BACB's List of terms and conditions, applicable for customers - individuals
- The Interest Rates Bulletin of BACB

Article 21. **The Customer** shall declare:

1/ I hereby acknowledge that supplements and amendments to this **Framework Agreement** and the referred to in the previous Article General Terms and Conditions, List of terms and conditions, applicable for customers - individuals and Interest Rate Bulletin will be published on the website of **the Bank** and in case I do not 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 policy on protection of personal data with the Bank, including through the access provided to me to the Policy for Protection of Personal Data in BACB AD and the Notification to the clients of BACB AD with regard to the personal data protection (Privacy notice), available and posted on www.bacb.bg and in the offices of the Bank and I hereby voluntarily provide my personal data with regard to the execution of this Framework Agreement, the exercising of the rights and the fulfillment of the obligations hereunder.

3/ I acknowledge that general information for users of the service transfer of bank account and bank account for basic operations regulated by this **Framework Agreement** is available at the cash offices of **the Bank** and on the **Bank's** website (www.bacb.bg).

Article 22. For any terms and relations not settled in this Framework Agreement, the provisions of the **General Terms and Conditions for provision of payment services of the Bank** shall apply as well as the acting provisions of the General Terms and Conditions for separate payment transactions or instruments of the Bank, the Payment Services and Payment Systems Act, Ordinance No. 3 of BNB and any other relevant provisions of the acting Bulgarian legislation.

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

FOR BULGARIAN-AMERICAN CREDIT BANK AD:

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FOR THE CUSTOMER:

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Name and Surname