

**GENERAL TERMS AND CONDITIONS
FOR THE ISSUANCE AND USE OF REVOLVING INTERNATIONAL
CREDIT CARDS TO LEGAL ENTITIES / SOLE TRADERS**

I. SCOPE

1.1. These General Terms and Conditions (referred to hereunder as the "General Terms and Conditions" or "GTC") shall regulate the relations between Bulgarian - American Credit Bank AD (referred to hereunder as "BACB" or the "Bank") and the Client (referred to hereunder as the "Client" or "Holder" or "Borrower" and / or "Authorized User") with respect to the provision by the Bank to the Client of a credit limit on revolving credit card to legal entities, sole traders and individuals - agricultural producers, registered in the Republic of Bulgaria, in national or foreign currency, the terms of utilisation, use, collateralisation and repayment of credit card liabilities, as well as the terms and conditions under which the agreement for the credit limit on revolving international credit card to legal entities shall be signed and brought into effect (referred to hereunder as "Credit Card Agreement" or "Agreement")

1.2. These General Terms and Conditions shall be aimed at informing the Client and regulating the procedure and terms for the issuance, use and servicing of international credit cards VISA BUSINESS by the Bank.

1.3. The extension of a credit limit on a revolving credit card in accordance with these General Terms and Conditions shall be done in compliance with the requirements of the Lending Institutions Act, the Commercial Act and the relevant applicable effective legislation.

1.4. Prior to the issuance of VISA BUSINESS international credit cards by the Bank, the Bank shall provide to the Client these General Terms and Conditions, the General Terms and Conditions of BACB AD for the Provision of Payment Services and the Related Payment Instruments, the Bank's Tariff of Fees and Commissions and Interest Bulletin, Remote Banking Guidelines, the BACB Terms of Use of the "Two-Factor Authentication for Internet Payments" Service with a bank card, the BACB General Terms and Conditions for text messaging services by mobile phone and e-mail, as these documents shall be attached to and shall form an integral part of these General Terms and Conditions and the Agreement for the Extension of Credit Limit on a Revolving International Credit Card to Legal Entities. The above listed documents shall be provided by the Bank to the Client on a hard-copy in the bank parlours, upon request by the Client, as well as on a long-term carrier in accordance with the meaning of art. 42 (1) and § 1 item 4 of the Payment Services and Payment Systems Act on the Bank's website (www.bacb.bg) in a way allowing storage and unchanged reproduction of the stored information.

1.5. For the issuance, use and servicing of international credit cards VISA BUSINESS by the Bank, the Client shall sign a Request for the Issuance of an international revolving business credit card VISA BUSINESS (referred to hereunder as the "Request") and Agreement for the Extension of Credit Limit on a Revolving International Credit Card (referred to hereunder as the "Agreement"). These General Terms and Conditions, as well as the General Terms of Business of the Bank, the General Terms and Conditions for the Rendering of Payment Services by the Bank and the General Terms and Conditions for Remote Banking shall form integral part to the Request for the Issuance of a Credit Card and the Agreement. In case of discrepancy between the provisions of these General Terms and Conditions and the terms and conditions in a specific credit card agreement, the provisions of the signed agreement for the extension of a credit limit on a revolving international credit card to legal entities / sole traders and individuals - agricultural producers shall prevail. The Bank shall retain the right to amend and supplement these General Terms and Conditions under the provisions of Section XXIII hereunder.

II. DATA ABOUT THE BANK. DEFINITIONS AND TERMS

2.1. BULGARIAN - AMERICAN CREDIT BANK AD, has been entered in the Commercial Register kept at the Registry Agency under UIC 121246419, registered under case file No 12587/1996 as per the docket of Sofia City Court. Registered address and address of management: Sofia 1000, Metropolitan Municipality, Sredetz Region, No 2, Slavyanska street, customer service telephone: 00 359 2 9658377, e-mail: cards@bacb.bg. Website: www.bacb.bg. Competent supervisory authority: Bulgarian National Bank.

2.2. Under the meaning of these General Terms and Conditions, the Request for the Issuance of a Credit Card and the Agreement for the Extension of a Credit Limit on a Revolving International Credit Card to legal entities / sole traders and individuals - agricultural producers, signed between the Client in his / her capacity as User of Payment Services, Holder and Borrower and the Bank, as well as all requests, attachments, declarations, confirmations and other written agreements between them, the following terms shall have the meanings assigned to them herein below:

a) "Card" shall mean a payment instrument in the meaning of the Payment Services and Payment Systems Act (PSPSA) agreed to between the Bank and the Holder and representing revolving credit bank payment card VISA BUSINESS, issued by the Bank to the Authorized User, which shall be used on multiple occasions for identification of the Authorized User and for remote access to Credit limit and / or to own funds, at an amount and under the terms and conditions of the Agreement and these General Terms and Conditions, on which information shall be recorded in electronic form. The Bank shall not issue bank payment cards by power of attorney.

b) "Credit Limit" shall be the maximum amount or the total amount in Bulgarian lev, or Euro, or US dollars, granted by BACB to Borrowers - legal entities / sole traders or individuals - agricultural producers, on the grounds of a signed Agreement

for the Extension of Credit Limit on Revolving International Credit Card, and which may be used by means of the issued main and additional credit cards;

- c) "Available Credit Limit" shall be the amount of the credit limit that the Authorized User may use during the current reporting period, set by the Bank, and less any payments made by the Card(s);
- d) "Exceeded Credit Limit" - any excess over the credit limit as a result of a transaction and / or fees and commissions charged by the Bank. Any excess amount shall be due for immediate repayment;
- e) "Holder" shall be a legal entity, sole trader or an able, individual of age, with permanent residence in the Republic of Bulgaria - agricultural producer, registered in accordance with the relevant registers kept in the Republic of Bulgaria, in the name of which the repayment account and the main credit card shall be issued. The Holder shall be liable to repay all liabilities related to the use of the main and the additional cards;
- f) "Authorized User" shall be a fit, individual of age, Bulgarian citizen or foreign individual, who is a legal representative of the legal entity / sole trader (ST) or individual - agricultural producer, domiciled in the Republic of Bulgaria and user of the main card. The Authorized User shall be the individual stated in the Request for the Issuance of Business Credit Card;
- g) "Authorized User of an Additional Card" shall be a Bulgarian citizen or foreign individual, who shall be a user of additional card and shall be stated by the Holder in the Request for the Issuance of a Credit Card, referred to as "Authorized User" in the Request.
- h) "Main Card" shall be the card issued to an Authorized User, who shall be legal representative of the legal entity / or the individual representing the ST, or the individual - agricultural producer, to the repayment account of the Holder;
- i) "Additional Card" shall be the card issued to an Authorized User of an Additional Card, to the repayment account of the Holder. The Authorized User of the Main Card and the Authorized User of the Additional Card shall use the available credit limit jointly.
- j) "Interest Rate Charged on the Credit Card" shall be a fixed interest rate per annum approved by the Management Board of the Bank and included in the Bank's Tariff. The Bank shall announce publicly the interest rates applied by it through their inclusion the Bank's Fees and Commissions Tariff, applicable to clients - legal entities and sole traders published on the Bank's website www.bacb.bg and shall make them available in the bank parlours;
- k) "Grace Period" shall be a period of time set out in these General Terms and Conditions over which no interest shall be due, provided the conditions thereto have been met;
- l) "Card Statement" shall be a document issued by the Bank to the Holder, which contains information regarding all payment transactions executed with the card during the reporting period, including transactions with each of the additional cards issued, as well as data as to the amounts, type and date of the transactions, minimum repayment instalment and other amounts due and their maturity, the fees, interests and commissions charged in accordance with the Agreement, these General Terms and Conditions and the Tariff during the reporting period set out in the statement;
- m) "Repayment Account" or "the Account" shall be a bank account kept by BACB in the following currencies: Bulgarian lev (BGN), or Euro (EUR), or US dollars (USD) in the name of the Holder, to which the Holder shall deposit amounts to repay the principal, interests and other payables due by the Holder for the use of the Card, as well as deposit own funds to be added to the available credit limit to be used via the card. The Bank shall open the Repayment Account after the signing of the Credit Card Request, the Agreement and in case of credit limit approved by the Bank, whereby the relations between the parties related to the Repayment Account shall be regulated by these General Terms and Conditions. The repayment account shall have an IBAN and special status intended solely for the repayment of card liabilities or for depositing own funds of the Holder to use through the card and without an option to order debit transactions. The currency of the repayment account shall be the same as the currency of the card. Bank shall have the right to close the Repayment Account ex-officio upon expiry and non-renewal of the term of the Credit Card Agreement, under the procedure and the terms of these General Terms and Conditions;
- n) "The Minimum Repayment Instalment" (MRI) shall be the amount that the Holder shall be obliged to repay on a monthly basis, as of the date following the end of the reporting period, until the due date, and representing 3% (three percent) of the credit limit drawn (full repayment amount) as at the last day of the reporting period, together with the overdue MRI (if any), together with the exceeded credit limit (if any), together with the overdue interest (if any), together with the regular interest from a prior period (if any). MRI may not be less than BGN 20, and if the total liability shall amount to less than BGN 20, the Holder shall be obliged to repay the total liability;
- o) "Collateral" shall be a pledge set up by the Holder or by a third liable person over the Holder's receivable or the third party liable by the Bank for cash (financial asset) owned by the Holder / the third individual liable deposited to an account with the Bank. The collateral shall provide an opportunity for repayment of the amounts due on the loan, in case of non-repayment, through collection from the cash (financial asset) pledged by the Holder / the third individual liable.
Collateral in the meaning of these General Terms and Conditions shall also be any other property (assets) pledged or mortgaged, as well as any other guarantorship required by the Bank and provided by the Holder and / or third liable persons, envisaged in the Agreement and established in the form provided for by law, which shall provide an opportunity for collection of the amount due under the loan in case of non-payment by the Holder, whereby the Bank shall collect the latter from the guarantor or shall satisfy its receivables by preference from the price of the property pledged or mortgaged.

- p) "Reporting Period" shall be any period during the term of validity of the Agreement, as of the 16th day of the preceding calendar month until the 15th day of the current month, during which the Bank shall issue Card Statement to the Authorized User;
- q) "Due Date" shall be the date by which the Holder shall be obliged to repay fully his / her credit card liabilities, but not less than the minimum repayment instalment. Each 5th day of the month shall be deemed due date, and if the 5th day of the month shall be a non-working day, the due day shall be the first working day thereafter;
- r) "On-line Regime" (on-line) shall be a regime where each payment card transaction shall be approved immediately by the authorising system of the card system operator servicing the Bank - Borica-Bankservice AD, to which the terminal device used to execute the payment transaction shall be connected via the telecommunication environment;
- s) "Off-line Regime" (off-line) shall be a regime where the payment card transaction shall be executed without requiring an approval in real time by the authorisation system of the card system operator servicing the Bank - Borica-Bankservice AD, or an international authorisation system;
- t) "Fees" shall be all amounts due in accordance with the Tariff, such as fees, commissions, charges, regardless of their type;
- u) "Tariff" and "Interest Rate Bulletin" - shall be the Fees and Commissions Tariff of the BACB AD, applicable to clients - legal entities and sole traders and the Interest Rate Bulletin of the Bank approved by the Management Board of the Bank and current as at the date of their application;
- v) "Terminal Device ATM (Automated Teller Machine)" - or "ATM" shall be a device for the withdrawal and / or depositing of cash, payment for services, execution of transfers between payment accounts, for information and other payment and non-payment transactions;
- w) "Terminal Device POS" (Point of Sale, Point of Service) - POS shall be a device by means of which payment for goods and services or receipt of cash shall be made, as well as other payment and non-payment transactions in accordance with the sign of the service, marked on the device, through the use of a payment card;
- x) "Imprinter" shall be a mechanical device for payments for goods or services at a trader, through the imprint of the bank card on slips especially produced for this purpose;
- y) "Two-Factor Authentication Model" or "Two-Factor Authentication" is a combination of two components: Dynamic and Static Password for Internet payments, which must be entered by the Authorized User to confirm payment transactions with a bank card. The Dynamic Password is a single-use unique 6-digit code generated by Borica AD and provided to the Authorized User by sending a free SMS to a mobile phone number specified by the Authorized User. For each transaction performed by the Authorized User which requires Two-Factor Authentication of the Authorized User, Borica AD shall generate and send via SMS a different combination of digits, together with data on the amount of the payment transaction, part of the bank card number, merchant's name or website through which the payment transaction is performed and this combination shall be valid for 15 minutes. The Static Password is created personally by the Authorized User on the web portal provided by Borica AD bearing the logo of BACB AD and is used together with the Dynamic Password to confirm card transactions with Internet merchants participating in the Visa Secure Check programs. For each transaction performed by the Authorized User which requires Two-Factor Authentication and confirmation of payments by bank card on the Internet, the Authorized User shall enter simultaneously the Static Password created by the Authorized User and the Dynamic Password received via SMS for authorization of card transactions.
- z) (GTCBRPS) - the General Terms and Conditions of the Bank for the Rendering of Payment Services.
- (ab) Cash M – a service, allowing the authorized user of a bank card, issued by BACB /main or additional/ to transfer amounts in BGN, up to a limit, specified by the Bank, by ordering such amount at an ATM terminal, supporting the Cash M service, by notifying the recipient by using a mobile phone and receiving of such amount cash at an ATM terminal in Bulgaria, by selecting the Cash M service, within 7 /seven/ days after the initiation of the transfer.
- (ac) "Personalised security tools for a payment instrument - a payment card" - passwords and security codes for payment on the Internet, POS and ATM such as: PIN code, CVV2, CVC2, VISA ID Check.

III. GENERAL PROVISIONS

3.1. The international credit cards VISA BUSINESS are intended for execution of transactions in Bulgaria and abroad (in more than 210 countries), as well as on all terminal devices (ATM and POS) in the world, which provide an opportunity to serve cards with a chip as per the standards of the international card organisations. The cards execute transactions through terminal devices (ATM and / or POS), marked with the VISA trademark, whereby the Bank shall be obliged to execute the following transactions ordered by the Authorized User:

- 3.1.1. payments for goods and services and withdrawal of cash via POS terminal;
- 3.1.2. payments for goods and services, as well as transfer between accounts via virtual terminal devices POS on the Internet and payments for goods and services on the Internet via the Internet payment systems;
- 3.1.3. withdrawal of cash at an ATM;
- 3.1.4. transfers between payment accounts, payments for services and transfer /ordering/ of money, using the Cash M service, at ATMs in the country, in case of existence of technical possibility thereto secured by the respective card operators and the respective banks, operating the ATMs;
- 3.1.5. information and other payment and non-payment transactions.

IV. ISSUANCE OF MAIN AND ADDITIONAL CARD

4.1. At the request of the Holder and following assessment of the Holder's creditworthiness and signing of an Agreement for the extension of credit limit on a revolving international credit card to a legal entity / sole trader signed between the Bank and the Holder, as well as following the establishment of the collateral set out in the Agreement (if any) the Bank shall issue a Card to the Authorized User / Authorized User of an Additional Card.

4.1.1. At the request of the Holder the Bank shall issue additional cards to the Holder's card in the name of third individuals (Authorized Users of Additional Cards), set out by the Holder and as explicitly indicated in the Request for the Issuance of a Credit Card. Through the use of the additional cards the Authorized Users of Additional Cards shall have the right to dispose of the funds available on the card, but only up to the amounts of the standard transaction limits set by the Bank in the Tariff or up to the amount of the individual transaction limits set by the User for each individual Authorized User of an Additional Card, for which the Holder shall give explicit consent.

4.1.2. The Bank shall keep its right to refuse to issue a Card on the basis of a filled-in and signed Request, without having to provide justification thereto.

4.2. Each Card issued by the Bank shall be personal and shall be issued to an individual - legal representative of the Holder - an Authorized User of a Main Card or an individual set out by the Holder - an Authorized User of an Additional Card. It is authorized on the basis of the available credit limit in accordance with the terms and conditions for its use, increased with any balances available on the repayment account, formed by own funds, provided it is higher than the funds required to repay the card liabilities. The card may be issued as VISA BUSINESS at the request of the Holder, while the type of the additional card shall be the same as the type of the main card issued.

4.3. Each Card shall be issued together with a unique personal identification number (PIN). The PIN shall be a type of personalised safety feature, representing a combination of four digits and serving for identification of the Authorized User upon execution of payment and non-payment transactions in accordance with these General Terms and Conditions.

4.4. The Bank shall guarantee the secrecy until the card and the PIN shall be submitted by the Bank to the Authorized User.

4.5. The Bank shall submit the Card and the PIN thereto personally to the Authorized User and / or the Authorized User of an Additional Card within 10 working days. The Authorized User of the main card shall also have the right to receive all additional cards issued.

4.5.1. The Card shall be submitted to the Authorized User of the main and / or of an Additional Card in one of the following ways: (i) by courier to an address stated by the Holder in the Request for the Issuance of a Card or (ii) in an office of the Bank indicated in the Request for the Issuance of a Card in advance;

4.5.2. If the Holder and / or the Authorized User of an Additional Card shall not receive the card in one of the ways set out in the preceding art. 4.5.1. within six months as of its issuance, the Bank shall close the Card ex-officio and the Agreement shall be deemed terminated.

4.6. The PIN shall be submitted to the Authorized User of the main and / or of an Additional Card in one of the following ways: (i) in a sealed envelope, via courier, to an address specified by the Holder in the Request for the Issuance of a Card (for security reasons the PIN code shall be sent in a package separately from the Card); (ii) in a sealed envelope in an office of the Bank, set out in the Request for the Issuance of a Card in advance; or (iii) via SMS message to the telephone of the Authorized User and / or the Authorized User of an Additional Card set out in the Request for the Issuance of a Card.

4.7. The Bank may submit the Card and the PIN code to the Authorized User / the Authorized User of an Additional Card in a way other than the above described, if it shall meet the security requirements of the international organisation VISA .

4.8. The Card shall not be active at the time of the receipt of the Card and the PIN by the Authorized User / the Authorized User of an Additional Card. To activate the Card the Authorized User / Authorized User of an Additional Card should call the telephone numbers specified by the Bank - +359 2 8705149 or +359 2 9702600 - available 24 hours a day and following identification of the Authorized User / Authorized User of an Additional Card and check of the data stated by the Authorized User: name, personal identification number, mother's maiden name (key word) and other data included in the Request, the card shall be activated. The Bank recommends to the Authorized User / Authorized User of an Additional Card to change the PIN code at a terminal device ATM immediately after receipt and activation of the card by the Authorized User. The PIN code may be changed at any time by the Authorized User / Authorized User of an Additional Card with a new one, only known to them, at an ATM (of the Bank or of another bank), installed on the territory of the country.

4.9. If the Authorized User / Authorized User of an Additional Card forgets his / her PIN, the Bank shall issue a new card with a new PIN code at the Holder's request. The new Card and the new PIN code shall be submitted to the Authorized User within 10 working day in compliance with the procedure set out in point 4.5. and point 4.6 of these General Terms and Conditions. For the issuance of the new Card and the new PIN code the Holder shall pay to the Bank a fee in accordance with the Tariff.

4.10. For security reasons the Authorized User shall be obliged to use a ball-point pen to lay his / her signature on the signature stripe on the back of the card upon receipt of the Card.

4.11. The Card shall be property of the Bank and upon expiry of the term of its validity or upon termination of the Agreement the Authorized User / Authorized User of an Additional Card shall be obliged to return it to the Bank.

4.12. The name of the Authorized User of the main / additional card as per the request for the issuance of a credit card, the number of the Card and the date of expiry of the Card's validity term shall be embossed on the face of the Card. In case of a change in the name the Holder and / or change in the legal representative of the legal entity / sole trader and / or in case of change in the names of the Authorized User of the main / additional card, the Holder shall be obliged to file a request for the

re-issuance of the Card, whereby paying a fee in accordance with the Tariff.

4.14. The Bank shall activate the card following a call by the Authorized User / Authorized User of an Additional Card to the telephone numbers specified by BACB in point 4.8 above and following verification of name, personal identification number, mother's maiden name (key word) and other data set out in the Request or upon request in an office of the Bank and identification of the client.

4.15. (amended by decision of the MB on 05.04.2018, effective as of 14.04.2018) The Authorized User shall protect the Card against bending, braking, demagnetization and other mechanical damage.

In order to provide maximum security for card payments on the Internet, the Bank shall provide the Authorized Users with automatic registration for the service – “Two-Factor Authentication for Internet Payments”.

4.16 BACB and the Client / Authorized User agree that in case of payment transactions with a low value bank card up to BGN 5.00 (five BGN) or their equivalent in another currency, additional authentication may not be required by the Client / Authorized User. The Bank has the right to change this amount at any time in view of security requirements of the payment instrument or legislative changes and regulations of the International Card Organizations. Upon reaching five consecutive low value payment transactions with a bank card without additional authentication, the Bank requires the Client / Authorized User to use the method of additional authentication chosen by him.

V. TERMS OF USE

5.1. The Card shall be used personally by the Authorized User / Authorized User of an Additional Card. The Card may not be lent, transferred or provided to third individuals in any way. The number of the Card, embossed on its face, should not be provided to third individuals, except in transactions under point 6.3.

5.2. With the use of the Card at terminal device (ATM and POS) through the placing/sliding/touching in / through the device, and in the cases when the terminal device shall require so with the entering of the PIN and / or the signing of the transaction document, as well as through the provision of identity document upon request by a trader, upon the use of the Card at POS at a trader, as well as with the provision of the CVC2 / CVV2 code upon payment for goods or services ordered over the telephone, by fax, on the Internet, and / or with the entering of the PIN for payments on the Internet, the Authorized User / Authorized User of an Additional Card shall identify and certify the authenticity of the respective transaction, shall give his / her consent and shall order execution of the transaction by the Bank, which shall be unconditionally binding on the Authorized User with all consequences thereof. The Bank shall not be held liable as to any damages or forfeited benefits from the execution of any such transaction.

5.3. The Authorized User / Authorized User of an Additional Card shall be obliged to take all reasonable actions to protect the personalised security features of the Card by:

5.3.1. storing the Card responsibly with the due care of a good owner, by taking all measures required to prevent damage, destruction, loss, forgery, theft or use of the Card in any other illegal way, other than the terms and conditions related to the card's issuance and use;

5.3.2. keeping in secret the PIN, the additional security code (CVC2/CVV2) and the Dynamic and Static Internet Payment Password and taking all measures necessary to prevent third individuals from finding it/them out. The Authorized User shall be required not to keep the PIN code / the additional security code and the Dynamic and Static Internet Payment Password in a way that makes it possible to be known by third parties, including not to write it on the Card or on any other item carried together with the Card. The PIN chosen by the Authorized User should not contain an easily identifiable combination (such as telephone number, date of birth, car registration plates, etc.). The Authorized User shall be required to use the PIN / the additional security code / the Dynamic and Static Internet Payment Password only after making sure that the PIN / additional security code / Dynamic and Static Internet Payment Password cannot be seen by any third party in order to protect against potential third party malicious acts / fraud.

VI. PAYMENTS AND CASH WITHDRAWALS

6.1. The Card shall give the Authorized User the right to dematerialised payment for goods and services in the country and abroad in an on-line or off-line regime at traders through terminal devices branded with the VISA trademark.

6.2. When using the Card for payments of goods and services at a terminal device or imprinter, prior to confirming the transaction, the Authorized User shall be required to make sure that the amount due for payment is accurate, and thereafter to enter his/her PIN, when such is required upon payment at terminal device, and/or to sign the document for the transaction executed (slip, voucher, other) provided by the individual accepting the payment order. The signature on the document for the transaction executed should be the same as the signature laid on the back of the Card. By virtue of the use of the Card at the terminal device, by virtue of the entering of the PIN code of the Card, respectively, by virtue of the signing of the document for the transaction executed the Authorized User shall confirm the payment amount and shall order the Bank to debit this amount on the Card and to transfer it to the account of the recipient of the payment. The individual receiving the order for payment shall have the right to request the Authorized User to verify his / her identity by means of providing an identity document.

6.3. In case of payment for goods or services ordered over the telephone, fax, internet, etc. the Authorized User shall execute the transaction in an ordinary way by stating his / her name, the Card number and its term of validity, including CVC2 /

CVV2 - the last three digits of the code, usually written on the paper strip on the bank of the Card in Italics, as well as other information in accordance with the rules for card transaction, when required. By virtue of entering the data required the Authorized User shall identify himself / herself, shall confirm the payment amount and shall order the Bank to debit his / her card with such amount and transfer it to the account of the recipient of the payment.

6.4. *(amended by decision of the MB on 05.04.2018, effective as of 14.04.2018)* In the process of payments with the card on the Internet on websites marked as secure (according to the standards of VISA – VISA Secure), the Authorized User shall enter the "Dynamic password for payments on the Internet" provided to him / her via SMS in addition to the card data, thus eliminating the risk of abuse on the Internet.

6.5. An individual accepting card payments at POS device (Trader), through which payment is made, may refuse the use of the Card, provided:

6.5.1. the Card shall not be valid;

6.5.2. there shall be discrepancy between the signature laid on the Card and the signature laid on the transaction document or the identity document, or if there shall be no signature on the Card;

6.5.3. refusal by the Authorized User to provide a document confirming his / her identity, or when the Trader shall find that the Card is being used by an unauthorized person;

6.5.4. impossibility to obtain confirmation regarding the execution of the transaction;

6.5.5. doubt as to untrue or forged Card.

6.6. The individuals accepting card payments shall have the right to require authorisation of the payments with the Card, whereby funds from the current available balance shall be blocked.

The Card may be used for cash withdrawals in one of the following ways: a) withdrawal at a terminal device ATM; b) at POS terminal (cash advance) at the banks in the country and abroad authorized thereto, for cards branded with the trademark; or c) withdrawal of cash upon purchase (cash back) at shops in the country, providing this service, following authorisation at terminal devices in the country and abroad branded with the VISA trademark.

6.6.1. Using the card, the Authorized User may transfer /order/ an amount in BGN at an ATM, supporting the service Cash M, to another individual – Recipient of the transferred amount, as the Authorized User agrees to carry out the following activities:

6.6.1.1. To enter the amount of the transfer – at least BGN 10.00 / maximum – BGN 400.00, as each such amount must be divisible by BGN 10;

6.6.1.2. To enter a randomly selected four-digit code for the transfer;

6.6.1.3. To enter the mobile telephone number /for Bulgarian operators only/ of the payment recipient;

6.6.1.4. To enter his mobile telephone number /for Bulgarian operators only/ - optional, to be specified only if the sender wants to receive a SMS when the transferred money is withdrawn/;

6.6.1.5. To notify the recipient of the code of the "Cash M transfer" and that the money is to be withdrawn within 7 /seven/ days (168 hours) after the transfer initiation;

6.6.2. The Bank agrees that within its working hours, it shall refund to the account of the Holder with the Bank, not later than 2 /two/ working days, the amount of the Cash M transfer, which is not withdrawn, if the transfer recipient has not withdrawn the amount of the transfer within 7 /seven/ days (168 hours) after it is ordered by the Authorized User or due to complete or partial blocking of the transfer, after the transaction of the ordered transfer is recorded in Holder's Account.

6.6.3. The Bank shall block the Cash M transfer in one of the following cases:

6.6.3.1. Three successive wrong inputs of one and the same code, required for withdrawing the transfer;

6.6.3.2. Expiry of the validity of the Cash M transfer /seven days or 168 hours after the transfer of the amount by the Authorized User/;

6.6.3.3. In case of doubt on the part of the Bank, for unauthorized use of the card.

6.7. For each cash withdrawal at an ATM in the country the Authorized User may order issuance of receipt by activating the respective service.

6.8. The Bank shall execute the transactions ordered with the Card by debiting the Card with the payment amounts in the order they were submitted to the Bank.

6.9. The usual term over which the Bank shall debit the amount to the Card shall be up to 3 working days after the execution of a transaction in the country and up to 10 calendar days after the execution of the transaction abroad, depending on the type and place of the specific transaction. It is possible for the Card to be debited over a different, longer term, depending on the timing of the submission of the payment request by the bank servicing the recipient of the payment. The transaction shall be recorded on the account with a value date the date on which payment shall be ordered by the Authorized User.

6.10. In case of payments in currency other than the currency of the Account the Bank shall perform FX exchange by applying the exchange rate quoted by BACB at the time of debiting / recording the amount on the Card. In case of transactions abroad the amount shall be translated into the settlement amount in the currency and at the exchange rate of VISA , and thereafter the Bank shall convert the amount calculated in this way into the currency of the Card, by applying the exchange rate quoted by BACB at the time the transaction shall be accounted for.

6.11. The Holder shall pay fees and commissions for transactions with the Card(s) in accordance with the Bank's Tariff, whereby the Bank shall debit the Holder's card ex-officio with the amount of the fees and commissions due by capitalising the fees charged by adding them to the credit limit drawn up. The Holder shall give his / her explicit consent thereto by

signing the Agreement.

6.12. The Authorized User / the Authorized User of Additional Card may make dematerialised payments and may withdraw cash using the Card up to the amount of the transaction limits per one payment transaction set by the Bank, over 24 hours, in seven consecutive days and for maximum number of transaction over the respective period (transaction limits for withdrawals / payments). The Bank's transaction limits for each type of Card shall be set in the Bank's Tariff. In case of a transfer of money through an ATM, using the Cash M service, the transferred amount shall decrease the limits for cash withdrawals, accordingly.

6.13.1. The Bank may change unilaterally the transaction limits under point 6.13. set for the Card which shall be done by virtue of an amendment in the Bank's Tariff and which shall be announced in the bank parlours or on the Bank's website www.bacb.bg or in a different way chosen by the Bank.

6.14. The limits under point 6.13 set for the Card may be changed at the request of the Holder and after approval by the Bank. In case of change in the limits at the request of the Holder, the latter shall pay to the Bank a fee in accordance with the Bank's Tariff.

6.14.1. The normal term over which the Bank shall execute the Holder's instructions as to a change in the Card's parameters is within 5 working days.

6.15. The Holder shall pay to the Bank Card maintenance fee in accordance with the Bank's Tariff.

VII. TERMS AND CONDITIONS FOR THE USE OF THE CREDIT LIMIT

7.1. The credit limit may be used with each of the cards issued both to the Authorized User and the Additional Authorized Users after the signing of the Agreement with the Holder, the provision of the contractual collateral (if any) and in accordance with these General Terms and Conditions.

7.2. The Authorized Users and Authorized Users of Additional Cards shall have the right to use total credit limit up to the amount of the Current credit limit available during each reporting period and in accordance with these General Terms and Conditions.

7.3. The Holder and the Authorized Users of Additional Cards shall not have the right to exceed the available credit limit. In case of excess over the available credit limit the excess shall be deemed unauthorized excess over the credit limit, which amount the Holder shall be obliged to repay to the Bank immediately after its occurrence. The Holder shall owe the contractual interest on the excess amount plus compensation for exceeding the credit limit set out in the Tariff and one-off fee for exceeded credit limit.

VIII. INTEREST, FEES AND COMMISSIONS

8.1. The Holder shall be entitled to a Grace Period of 50 days for all transactions executed up to the available credit limit recorded during one reporting period. The Holder shall have the right to Grace Period only provided that by the due date he / she has repaid his / her liabilities up to the full due amount (full repayment amount), formed during the respective reporting period and the liabilities from prior periods (if any).

8.1.1. In case of non-repayment of the full liability as provided for in point 8.1. above, the Holder shall pay the Bank fixed interest rate per annum at an amount in accordance with the Bank's Tariff. Interest shall be charged on the amounts due over the actual number of days using a year equal to 360/360 days. Interest shall be charged on any outstanding amount on each individual transaction / fee charged as of the date of the transaction until the date of the repayment. In case of partial repayments to the Repayment account the repayment of the liabilities shall be done as follows: interest on the exceeded credit limit (if any), exceeded credit limit (if any), overdue interest (if any), overdue instalments (if any), fees, commissions, regular interest, transactions for payments for goods and services, etc., and other payments, cash withdrawal transactions.

8.1.2. The Bank may capitalise the interest charged by adding them to the drawn credit limit, for which the Holder shall give his / her explicit consent by virtue of signing the Agreement.

8.2. The Holder shall be obliged to pay the Bank the interest and fees due in relation to the Agreement and these General Terms and Conditions in accordance with the Tariff. The fees and commissions collected by the Bank in relation to the issuance, use and servicing of the card(s) shall be final and shall not be subject to refund in case of early termination of the Agreement and deactivation of the card regardless of the grounds thereto.

8.3. By virtue of signing the Agreement the Holder shall give his / her explicit written consent that the Bank shall collect all amounts due, including the MRI, interest and fees in accordance with the Agreement and these General Terms and Conditions from any balances available on the Repayment Account.

8.4. All costs and fees related to actions undertaken by the Bank to satisfy any of its receivables from the Holder under the Agreement or related to execution of the Collateral, including all court and out-of-court costs and legal fees on lawsuits, collection of receivables and acts to safeguard and keep the Collateral shall be at the expense of the Holder.

IX. INFORMATION AND REPORTING

9.1. The Bank, after the expiry of the reporting period, shall make available to the Holder a Card statement in written form on a lasting carrier. The Bank shall make available to the Holder a Card statement for the reporting period in one of the following ways:

9.1.1. At the counters in the Bank;

- 9.1.2. By mail to the correspondence address set out by the Holder;
- 9.1.3. By e-mail to the e-mail address set out by the Holder;
- 9.1.4. Via the remote channels of the Bank for execution of payment transactions;
- 9.1.5. The Bank may provide to the Authorized User of the Main Card / the Authorized User of an Additional Card information regarding amounts due on the Card(s) and other information by means of telephone call and / or SMS message to the contact mobile telephone number provided, to an e-mail address or in another appropriate manner, to which the Holder shall give his / her consent.
- 9.2. At the request of the Holder, the Bank may issue other documents regarding the transactions executed via the Account / Card, the balances available or other information, including for past periods and against payment as set out in the Bank's Tariff.
- 9.2.1. The Holder shall be obliged to archive the Statements received on his / her own long-term carrier for a period sufficient for the purposes of the information.
- 9.3. The Holder shall owe the Bank a fee in accordance with the Bank's Tariff for the issuance of other credit card statements, statements for other or old periods and provision of information at the request of the Holder at a different frequency or volume.
- 9.4. The Holder / Authorized User of an Additional Card shall be obliged to notify the Bank immediately if the he / she shall not receive a Card statement, which should have been received in the period of time, which is usually required thereto, in accordance with the chosen communication channel.
- 9.5. The Holder shall be obliged to get acquainted with the content of the Credit Card Statement received immediately and shall notify the Bank in case of finding of any discrepancy, without delay, following the procedure and under the terms and conditions for the filing of objections in accordance with the General Terms and Conditions for the Rendering of Payment Services of the Bank.
- 9.6. If the Bank has not received written objection within 45 days as of the date of the Statement it shall be deemed that the Holder has received and approved the Credit Card(s) Statement. Any notification to the Bank after this deadline shall be deemed unjustified.
- 9.7. For better awareness of the Authorized User, as well as to reduce the risk of unauthorized transactions / fraud BACB shall give the right to choose the option and take advantage of the service offered by the Bank - SMS message notification upon each transaction, which the Holder shall give his / her explicit consent to in the Request for the Issuance of a Credit Card. The Holder shall pay the respective fee set out in the Bank's Tariff thereto.

X. REPAYMENT OF CREDIT CARD LIABILITIES

- 10.1. Every month by the due date or the following working day, if the due date shall be on a non-working day, the Holder shall be obliged to deposit to the Repayment Account the minimum repayment instalment set out in the Credit Card Statement. The fact that the Holder has not received the Statement shall not relieve him / her from the obligation to deposit the amounts due promptly on the due date.
- 10.1.1. The Bank shall have the right to unilaterally change the amount of the minimum repayment instalment (hereunder referred to as the MRI) by notifying the Holder in advance by means of the Credit Card Statement or in another appropriate manner.
- 10.2. The Holder shall have the right to repay fully the Credit Limit used at any time during the term of validity of the Agreement, without owing fees thereto.
- 10.3. In case of termination of the Agreement, regardless of the reasons thereto, the Holder shall be obliged to settle forthwith all credit card liabilities, including charges, fees, interest and principal. The Holder shall be obliged to ensure availability of sufficient funds on the repayment account in order to cover all payments delayed in time as well.
- 10.4. The repayment amount should be deposited at the counters of the Bank or should be transferred to the Repayment Account for the purpose of repayment of the credit card liability. The Bank shall not be obliged to withhold ex-officio amounts from other accounts of the Holder up to or on the due date, and availability of balances on other accounts of the Holder with the Bank shall not be deemed repayment of the Holder's payables due on the card, unless explicitly agreed otherwise in these General Terms and Conditions and the Agreement. The Holder shall state obligatory in the Request for the Issuance of a Credit Card his / her preliminary consent for the repayment of the Holder's card liabilities up to the MRI, and at the Holder's will the total amount due on the card, by means of direct debit in the meaning of Regulation No 3 of BNB dated 16 July 2009 from a current account held with the Bank indicated by the Holder. In case of Holder's preliminary consent to direct debit, the direct debit shall be made on the 5th day of the current month during the term of the Agreement, and if the 5th day of the current month during the term of the Agreement shall be a non-working day, the direct debit shall be made on the first working day thereafter.
- 10.5. The Holder shall have the right to repay the amount due partially or fully. The loan shall be deemed regular performing loan if the Holder has repaid at least the MRI amount by the due date. Each deposit of funds to the repayment account shall be taken as a repayment of the overdue liabilities first (if any) and then as repayment of the remaining liabilities in the order adopted thereto. The funds available to the Holder for use via the Card shall be increased with the amounts of any transactions repaid, as well as the balance of any own funds deposited in excess of the amount of the liability (if any). When the amount repaid shall be less than the MRI due, the Holder shall be deemed to be in default. In case of full repayment of the total amount due and remaining balance of own funds, such funds shall be available for use in addition to the credit limit. The

Holder shall have the option to repay any amount between the MRI and the total amount due.

10.6. The following order of repayment shall be followed upon repayment of the amounts due: interest resulting from exceeded credit limit (if any), exceeded credit limit (if any), overdue interest (if any), overdue instalments (if any), fees, commissions, regular interest, transactions executed in shops, transactions in case of cash withdrawal.

10.7. In case of default, as well as in case of demand for early repayment, the Bank shall have the right to collect all of its receivables under the Agreement and these General Terms and Conditions ex-officio from all payment accounts opened in the name of the Holder with the Bank (including, current, savings, and deposit accounts and other). By virtue of the signing of the Request for the Issuance of a Credit Card and the Agreement, the Holder shall give his / her preliminary irrevocable written consent for ex-officio collection on the grounds of Regulation No 3 of BNB dated 16 July 2009, on the grounds of which in case of default, as well as in case of demand for early repayment, the Bank shall have the right to collect the receivables due under the Agreement, by charging ex-officio any payment accounts of the Holder in national and foreign currency opened with the Bank, including when necessary, through purchase of foreign currency, respectively conversion at the Bank's exchange rate on the transaction date. In case of deposit accounts the Bank shall have the right to breach the term of the deposit with the resultant consequences, agreed to in the Deposit Agreement, which the Holder shall declare he / she is informed of and shall give consent by virtue of signing the Agreement. Following repayment of the required amounts the funds on the deposit account shall charge the then effective interest rate for current accounts in the respective currency.

10.8. During the term of validity of the Agreement the Bank shall allow full early repayment of the debt, without revolving, provided all fees, interest and principals due shall be repaid and the Holder shall file a request for the closing of the card used. The Holder shall not owe early repayment fee.

10.9. Repayment by means of direct debit

10.9.1. In the Request for the Issuance of a Credit Card and in the Agreement the Holder shall obligatory give "Consent for repayment of liabilities by means of Direct Debit" from a current account with BACB specified by the Holder, for the monthly and automatic repayment on the due date of the Holder's liabilities on the MRI as set out in the latest Credit Card Statement issued by the Bank. By virtue of the consent for direct debit the Holder shall order the Bank to execute on his / her behalf monthly and automatic repayment of his / her liabilities up to the amount of the MRI provided there shall be sufficient funds on the Holder's current account and without the need for further confirmation. In the Request for the issuance of a credit card the Holder has the option to choose repayment via direct debit from a current account with BACB specified by the Holder of the total amount due as set out in the latest Credit Card Statement issued by the Bank. By virtue of this choice the Holder shall order the Bank to make on the Holder's behalf monthly and automatic repayment of the full liability provided sufficient funds shall be available on the Holder's current account and no additional confirmation shall be required.

10.9.2. On the due date the Bank shall look into the current account of the Holder for the MRI amount or for repayment of the total amount due (if the Holder has chosen this option) and if an amount equal or lower than the required amount shall be available, the Bank shall transfer it to the Holder's repayment account. In case of transfer of an amount equal or higher than the MRI the Holder has fulfilled the Bank's conditions for repayment and the status of the Holder's credit shall be classified as "regular".

10.9.3. If the current account of the Holder shall be held in a currency other than the currency of the Repayment Account and the currency of the Card, respectively (and if it shall be in any of the following currencies: BGN, EUR, USD) the system shall translate the liability into the currency of the Repayment Account at the exchange rate quoted by the Bank on the date when the foreign currency exchange has been done.

10.9.4. In case of overdue liabilities under this or other loans with BACB the Bank shall collect them as a first priority from all accounts of the Holder, which shall not be bound by special terms. Overdue amounts shall be collected as a first priority on the 5th day of the month when the direct debit amount for automatic repayment of credit card liabilities and amounts overdue on other loans with the Bank shall be sought simultaneously from the current account of the Authorized User.

XI. DEFAULTS

11.1. In case of non-payment of the minimum repayment instalment by the due date during the respective reporting period or in case of repayment of an amount lower than the minimum repayment instalment, the Holder shall be deemed to be in default and shall pay to the Bank the interest agreed plus compensation for delay set out in the Tariff, which shall be charged on the outstanding (overdue) amounts, over the period of the delay, until full repayment of the delayed payables.

11.2. The Authorized User shall have the right to make payments with the Card only up to the extended Available credit limit during the respective reporting period. In case of excess over the Available credit limit on the Card, regardless of the reason thereto, the Holder shall be obliged to repay the amount in excess of the limit forthwith. In this case the Holder shall pay to the Bank the interest as per point 8.1.1 on the excess over the Available credit limit over the days overdue, plus compensation for exceeding the credit limit as set out in the Tariff, plus one-off fee for exceeding the credit limit in accordance with the Bank's Tariff. The Bank shall debit ex-officio the Card with the penalty interest and the respective fee on the last day of the reporting period, by including these in the next Card Statement.

11.3. If the Holder shall not make any of the payments on the Credit Card over more than 30 (thirty) calendar days as of the date on which such payment has become due, the Bank shall automatically block the possibility for use of the Card(s). The Card shall be blocked on the 31st day as of occurrence of the default. If the Client has not repaid the MRI by the 62nd day after the due date, the credit card liability shall be demanded for early repayment on the 62nd day. In case of requirement for

early repayment the Holder shall pay to the Bank the contractual interest plus compensation for delay as set out in the Tariff on the outstanding portion of the debt. The Bank shall not allow repayment of liabilities from extended, but not drawn credit limit.

The Card(s) shall be unblocked following repayment of the overdue amounts.

11.4. If the Holder shall not repay any liability due, the Bank shall have the right to block all Cards issued to the Holder and undertake immediate steps for enforced collection of the amounts due, including through court.

11.5. The Bank shall keep its right to block the Card at any time, without notifying the Authorized User, in case of doubt as to fraud or other illegal actions.

XII. RIGHTS AND OBLIGATIONS OF THE HOLDER / AUTHORIZED USER

12.1. The Holder / Authorized User shall be obliged:

12.1.1. to keep the Card with due care and to use it only personally in accordance with the term and conditions which the Card has been issued to be used under, in compliance with the security measures and the provisions of these General Terms and Conditions;

12.1.2. to utilise the extended Credit Limit only for the purposes and in the manner provided for in these General Terms and Conditions;

12.1.3. to repay his / her liabilities on the drawn Credit Limit within the deadlines set thereto;

12.1.4. in case of exceeded Credit Limit, to recover the excess forthwith;

12.1.5. to pay all fees, interest and other charges due to the Bank in relation to the use of the Card in accordance with the Bank's Tariff and these General Terms and Conditions;

12.1.6. to notify the Bank forthwith in writing in case of occurrence of any changes in the data contained in the Request for the Issuance of a Credit Card and / or the Agreement; otherwise all notices, communications, etc., sent by the Bank to an address / e-mail / or mobile telephone number / via SMS/, set out in the Request and in the Agreement shall be deemed duly served upon their sending;

12.1.7. to notify the Bank forthwith in writing as to the occurrence of any changes in: the shareholding structure and / or change in the partners and their shareholding, and / or change in the ownership of the company in case of sole traders, as well as any change in the legal representative of the company, as well as any change in the legal organisational form, as well as in case of transformation in the meaning of the Commercial Act (merger, demerger, spin-off, takeover, etc.) or in case of transfer of the business.

12.1.8. to notify the Bank forthwith in writing as to the filing of any claim against the Holder, initiation of executive and / or protective proceedings against the Holder or against the Collateral, including out-of-court execution measures under the Specific Pledges Act, the Financial Collateral Contracts Act, etc.; the filing of motion for initiation of bankruptcy proceedings of the Holder or the third liable persons;

12.1.9. to notify the Bank forthwith upon occurrence of events that shall render objectively impossible or shall cast doubt in any way as to the Holder's ability to perform his / her obligations under the Agreement and these General Terms and Conditions;

12.1.10. to secure coverage for repayment of the Credit Card liabilities;

12.1.11. to present any information and documentation required for the purpose of bank control, upon request by the Bank;

12.1.12. to provide to the Bank, upon request by the Bank, financial information, reporting, commercial and other documents related to the operations. Upon request by the Bank the Borrower(s) shall be obliged to provide current information as to the economic and other relations, credit and inter-company indebtedness, payables to public authorities, lawsuits filed and off-balance sheet commitments.

12.1.13. to notify the Bank forthwith as to:

- destruction, loss, theft, another deprivation, forgery or use in any other illegal way of the Card, as well as disclosure of the customised security means (PIN, Dynamic and Static Internet Payment Password, Additional Security Code) by any third party;

- execution of a transaction that has not been approved by the Authorized User;

- an error in the recording of the Card transactions by the Bank established by the Holder;

12.2. The Holder / Authorized User shall have the right:

12.2.1. execute transactions with the Card in accordance with Section VI of these General Terms and Conditions up to the credit limit extended but not exceeding the transaction limits set by the Bank or explicitly agreed with the Bank;

12.2.2. to repay the credit limit used at any time;

12.2.3. to request a change in the parameters and transaction limits for the main and the additional cards by filing a request with the Bank.

XIII. DEMAND FOR EARLY REPAYMENT

13.1. The Bank shall have the right to announce the credit limit drawn due for full and early repayment unilaterally, without having to send invitation, notice or warning for voluntary execution and to proceed to enforced collection of the amounts due in case of occurrence of any of the Events of non-performance listed below, without limitation in the non-performance events

as set out in the applicable legislation:

13.1.1. if the Holder shall not make any payment under the Agreement and these General Terms and Conditions over a period exceeding 62 (sixty two) calendar days after the date on which such payment has become due for repayment;

13.1.2. if it shall be found that the Holder has provided untrue data or documents with untrue content, or has declared untrue circumstances, which have caused the Bank to sign the Agreement, if the Holder shall provide to the Bank untrue data during the term of validity of the Agreement or if the Holder shall not provide to the Bank any information requested by the Bank under art. 61 of the CIA;

13.1.3. if the Holder shall be in default with respect to the performance of any of his / her liabilities or the terms under these General Terms and Conditions and / or the Agreement;

13.1.4 when the Holder shall become bankrupt / over-indebted, or shall file a request for the initiation of bankruptcy proceedings, or a motion for the initiation of bankruptcy proceedings shall be filed against the Holder, or when the Holder shall be announced in bankruptcy.

13.1.5. when the Holder shall make a decision for termination and liquidation;

13.1.6. Enforced execution by third parties shall be initiated against the Holder and / or restrictions shall be imposed (including bans, distraints, etc.) on the Holder's property and / or on the property provided as collateral on the loan, including but not limited to:

- obtaining ban notification from state, public or private enforcement agent or other authorities authorized to impose bank (including executive or protection bank, and regardless of the procedure used to impose such ban) on the accounts of the Holder and / or the third liable person, opened with the Bank (including current, special, deposit) or imposition of other restriction measures by a third party, or the latter are blocked in favour of a third party, or shall be subject to enforced execution as provided for the Civil Procedure Code or the Tax and Social Security Procedure Code, or execution under the Specific Pledges Act or liens in favour of third parties are established thereon;

- filing of claims against the Holder or the third liable person and / or with respect to the collateral, as well as upon motions to launch enforcement proceedings against them;

- imposition of bans or other real liens on real estate, owned by the Holder;

13.1.7. upon occurrence of justification to demand the receivables on any other loan agreement, signed between the Bank and the Holder, due for early repayment, as well as when the Holder shall be in default under loan agreements signed with other lending institutions;

13.1.8. if the Bank shall consider the value of the Collateral provided under the loan insufficient and the Holder shall not provide the additional Collateral under the loan requested by the Bank within the term set by the Bank or shall not reduce the Holder's liabilities under the Agreement accordingly to the amount set out by the Bank.

XIV. COLLATERALS

14.1. To secure performance of the liabilities of the Holder / Authorized User under the Agreement and these General Terms and Conditions the Bank shall accept the collaterals set out in the Agreement.

14.1.1. The terms of the contractual collaterals shall be regulated in a separate agreement.

14.1.2. The collaterals shall be released two months after termination of the Agreement, unless another term shall be agreed to or shall be set by regulation depending on the specific collateral, but not before repayment of all amounts due under the Agreement, including all Card(s) payments delayed in time.

XV. NON-PERFORMANCE

15.1. If the Holder shall not perform any of his / her obligations and / or liabilities under the Agreement and these General Terms and Conditions within the deadline set thereto or if the credit limit shall be declared demanded for full and early repayment, the Bank shall have the right to unilaterally, without owing an invitation, notice or warning with a voluntary execution deadline:

15.1.1. to collect ex-officio any amounts due from all accounts, including deposit accounts, held in the name of the Holder with the Bank, without court involvement, under the provisions of the General Terms and Conditions for the Rendering of Payment Services. By virtue of signing of the Agreement the Holder shall give his / her explicit consent thereto; if the Bank shall proceed to collection of the amounts due under the provisions of this point from bank account, denominated in a different currency, the exchange rate of the Bank for the respective currency on the date of the transaction shall apply;

15.1.2. to satisfy its receivables as deemed fit from all collaterals simultaneously or from one or any of them, as well as from the total property of the Holder as provided for by law.

XVI. LIABILITY

16.1. The Bank shall not be held liable in any way as to the transactions on which the Authorized User shall make payments using the Card.

16.2. In case of non-performance of his / her liabilities to the Bank in relation to the use of the Card the Holder / Authorized User may not file objections based on his / her relations with third parties.

16.3. The Bank shall not be held liable in case of unjustified refusal by third parties to accept payments with the Card or if payment with the Card initiated by the Authorized User may not be made due to technical, communication or other reasons

beyond the control of the Bank.

16.4. Use of a Card with expired validity term subject to return to the Bank, of a blocked or forged Card shall be forbidden and may serve as grounds for civil and / or criminal liability via the court.

16.5. The Card may not be used for purposes that are in contradiction with the law, including acquisition goods or services forbidden by the effective Bulgarian legislation, respectively the legislation effective in the jurisdiction of the Authorized User.

16.6. The Holder shall be liable as to all liabilities incurred in relation to the issuance and use of all Cards issued to him / her linked to the Repayment Account.

16.7. The Account Holder / Authorized User is obliged to notify the Bank by the end of the first business day after learning about the unauthorized / incorrectly executed operation, but in any case not later than 14 days from debiting his account. This term does not apply when the bank has not fulfilled its obligations to provide a statement of account.

16.8. The Bank shall not be held liable as to disallowed or inaccurately executed payment transactions, if not notified according to the procedure and within the deadlines set out in these General Terms and Conditions.

16.9. In the event of a disputed payment, the Bank undertakes to take all actions to protect the interests of the Account Holder / Authorized User.

16.10. In case of an unauthorized payment transaction, the Bank shall refund to the Account Holder its value and, where applicable, shall restore the payment account in the condition in which it would have been before the execution of the unauthorized payment transaction. The Bank shall make the refund within the normatively determined terms for this after having received the written notification from the Account Holder for unauthorized payment transactions in compliance with the procedure and within the terms under item 16.7. above. The value date for crediting the payer's payment account shall be no later than the date on which the account was debited with the amount of the unauthorized payment transaction. The provision of this Article shall not apply and the Holder shall bear in full the losses associated with all unauthorized payment transactions resulting from the use of a lost, stolen or misappropriated payment instrument, regardless of their size.

16.11. In the event that the Account Holder claims that he did not authorize the execution of a payment transaction or that the transaction was executed incorrectly, the burden of proof and the obligation to prove that the payment transaction was not authorized and / or not executed correctly and that the transaction is affected by technical failure or other defect in the service, is borne by the Account Holder.

16.12. The Holder shall bear all losses regardless of their amount, when these losses are related to unauthorized payment transactions caused by fraud, intentionally or due to gross negligence, and / or due to non-performance by him or by an Authorized User of an additional card of one or more – their obligations related to the issuance and / or use of the Card in accordance with these General Terms and Conditions, including but not limited to the obligations under item 12.1. of the same.

16.13. After notifying the Bank by the Account Holder / Authorized User in connection with loss, theft, misappropriation or unauthorized use of a payment instrument / personalized security device made immediately after learning, the Account Holder shall not suffer any property damage resulting from the use of this payment instrument / personalized security device, except in cases where the Account Holder / Authorized User has acted by fraud.

16.14. The Bank shall not be liable for damages caused by the use of a payment instrument in case it has complied with orders of the Account Holder / Authorized User before notifying it of destruction, loss, illegal seizure, forgery or improper use of a payment instrument / personalized security features that have led to misuse of the relevant payment instrument or access to a payment account.

16.15. In the event of an event with unauthorized transactions (unrecognized / fraudulent transactions), each cardholder registered for the sms-notification service is obliged to notify bBank or to block his card immediately, within the same business day until 15 transactions. Otherwise, as well as if the cardholder is not registered for the sms-notification service, when performing more than 15 unauthorized transactions, the cardholder bears financial responsibility for the value of each unauthorized transaction after the 15th at his expense.

16.16. The Bank shall not be liable for orders executed by it, ordered by the Account Holder / Authorized User, whose rights and / or powers have been changed and the Bank has not been duly informed, as well as in cases where the Account Holder / Authorized User has not complied with its obligations. under these General Terms and Conditions.

16.17. The Bank shall not be held liable as to damages if it has received untrue notice under point 17.1 from a person, who based on undoubted circumstances, has been Authorized to do so and the Bank has undertaken the steps required to protect the Holder in good faith and has blocked the Card.

16.18. The Bank shall not be held liable for transactions rejected due to reasons beyond the Bank's control.

XVII. DESTRUCTION, LOSS, THEFT, USE IN ANY OTHER ILLEGAL MANNER OR RETENTION OF THE CARD

17.1. The Holder / Authorized User / Authorized User of an Additional Card shall be obliged to notify the Bank at one of the following on-duty telephone numbers of Borica - Bankservice AD:

+359 2 8705149 or +359 2 9702600 – 24-hour duty basis

in case of:

17.1.1. destruction, damage, retention, loss, theft, another deprivation, forgery or use in any other illegal way of the Card, as well as in case of suspicion that any third party may have found or could find out the customised security means (PIN, Dynamic and Static Internet Payment Password, Additional Security Code).

17.1.2. execution of a transaction with the Card not allowed by the Authorized User.

17.2. Following receipt of the notice under point 17.1. the Bank shall take all measures required to prevent the use of the Card, even if the Authorized User has acted intentionally or in case of gross negligence, by blocking the Card for transactions within the time required to process the notice, but not later than 2 hours as of the notice, unless a longer period of time shall be needed for objective reasons.

17.3. In case of retention of the Card at an ATM machine due to technical breakdown of the ATM or mechanic damage on the Card the Authorized User shall be obliged to notify the Bank and the Bank shall issue a new Card following receipt of a request for re-issuance of the card.

17.4. In case of renewal of the Card due to loss, theft, damage or any other reason the Holder shall pay to the Bank a fee in accordance with the Tariff.

XVIII. TERM OF THE AGREEMENT AND TERMINATION. TERM OVER WHICH THE CREDIT LIMIT SHALL BE USED

18.1. The term over which the credit limit shall be used is 3 years as of the date the Agreement is signed.

18.1.1. The term of the Agreement, respectively the term over which the credit limit shall be used, may be extended for a new three-year period provided none of the parties has notified the other party as to termination of the Agreement in the manner provided for in these GTC, and provided that two months prior to expiry the loan is still classified as regular and the official assessment of the Bank as to the creditworthiness of the client shall not require any changes thereto. The Holder and the Bank shall sign an annex for extension of the term for the use of the credit limit.

18.1.2. In case of extension of the term of the Agreement, respectively the term over which the credit limit shall be used as per point 18.1.1., the Holder shall continue to use the credit limit under the interest rate conditions for the extension of Credit Limit on a revolving international credit card to legal entities and sole traders, applicable as at the date of the extension of the term in accordance with the Bank's Fees and Commissions Tariff effective. The new interest rate terms shall become effective with respect to the credit limit used by the Holder as of the date of extension of the term of the Agreement.

18.2. The Agreement shall be terminated:

18.2.1. unilaterally by the Holder:

a) by virtue of written notice for refusal for extension of the term of the Agreement, received by the Bank 30 days prior to the expiry of the current term of the Agreement and following full repayment of all liabilities of the Holder under the General Terms and Conditions and the Agreement;

b) by virtue of 2-month written notice at any time during the validity of the Agreement and following full repayment of all liabilities of the Holder under the General Terms and Conditions and the Agreement.

18.2.2. unilaterally by the Bank:

a) by virtue of 2-month written notice to the Holder;

b) without notice - in case of non-performance of an obligation and / or liability by the Holder and / or by the Authorized User of an Additional Card.

18.2.3. by mutual agreement between the Parties.

18.2.4. on other grounds as set out in these General Terms and Conditions and in accordance with the rules of the international card organisation.

18.3. The additional cards shall also be closed upon termination of the Agreement, regardless of the grounds thereto.

18.4. The Repayment Account in the name of the Holder shall also be closed within 63 (sixty three) days after the date of closure of the card and the additional cards and following full repayment of any liabilities to the Bank.

18.5. The right of the Authorized User / the Holder to use the credit limit extended shall be terminated forthwith: in the cases of notice for termination of the Agreement by either party under the Agreement; with the announcement by the Bank of the credit limit as demanded for full and early repayment, upon occurrence of any of the grounds for demanded early repayment, respectively.

18.6. The Bank shall have the right to unilaterally terminate the right to use the credit limit without notice to the Holder, due to non-performance of any of the obligations and / or liabilities of the Holder or the Authorized Users of Additional Cards, undertaken under the Agreement signed with the Holder and these General Terms and Conditions.

18.7. In all cases of termination of the Agreement, the right of the Holder to use the credit limit, respectively:

18.7.1. the Bank shall have the right to block and deactivate all cards issued, including additional cards, on the day of receipt, respectively sending of the termination notice / notice for non-extension of the Agreement;

18.7.2. the Authorized User / Holder shall be obliged to ensure return by the Authorized Users of all additional cards to the Bank;

18.7.3. The Holder shall be obliged to repay fully the principal and all amounts outstanding due to the Bank, including all fees due and amounts related to the use of the Cards and the servicing of the account, prior to the expiry of the Agreement termination notice term;

18.7.4. All liabilities outstanding, including such received after the date of termination of the Agreement, received after the expiry of the term for the utilisation of the credit limit, payments made with the Card(s) before that date, respectively, shall be required by the Holder until their final repayment and the Holder shall remain liable to the Bank even after termination of the Agreement, regardless of the grounds for the termination, whereupon the Bank shall have the right to collection, respectively satisfaction, under the procedure set out in these General Terms and Conditions.

XIX. VALIDITY OF THE CARD

19.1. The term of validity of any Card issued to the Account shall be 3 (three) years as of the issuance of the Card. The term of validity shall be written on the Card and shall expire at the end of the month / year indicated.

19.1.1. A new Card shall be issued by the Bank ex-officio upon expiry of the term of validity of the Card., to the extent the term for the use of the credit limit has been extended. Not earlier than 10 (ten) days prior to the expiry of the term of validity of the Card, and only if the term for the use of the credit limit has been extended under the procedure and the provisions of point 18.1.1 of these GTC and an annex for the extension has been signed between the Parties, the Holder / Authorized User of an Additional Card may receive his / her new Card to an address for receipt of the card set out by the Holder or in any of the ways described herein above. If the Holder does not wish for a new Card to be issued, the Holder shall notify the Bank thereto in writing not later than 30 (thirty) days before expiry of the term of validity of the Card. The Holder / Authorized User shall be obliged to update the address for receipt of the card within the same deadline. The Bank shall keep its right not to renew any of the Cards issued to the Holder, including additional cards, without providing the reasoning thereto.

19.1.2. The rules set out in point 4.2 to point 4.13 of these General Terms and Conditions shall apply upon the issuance of a new Card.

XX. BLOCKING AND DEACTIVATION OF THE CARD

20.1. The Bank shall have the right to block the Card under the following conditions:

20.1.1. at the request of the Holder and / or Authorized User(s) of Additional Card(s) only with respect to the Additional Card(s) issued in his / her / their name. The Holder shall have the right to block or deactivate a card without the consent of the Authorized User of Additional Card. The Additional Card shall be automatically deactivated upon termination of the Agreement with the Holder;

20.1.2. upon distraint on the Holder's accounts in accordance with the procedure provided for by law;

20.1.3. due to objective reasons related to:

- a) the security of the Card;
- b) doubt as to disallowed or illegal use of the Card;
- c) use of the Card for fraud;
- d) non-compliance with these General Terms and Conditions and the Agreement, and the rules of the international card organisation;

20.1.4. upon filing with the court of a request for the initiation of bankruptcy or liquidation proceedings for the Holder;

20.1.5. upon death or placement under judicial disability of the Holder and / or the Authorized Users of Additional Cards - as of the day when the Bank has become aware of this circumstance; upon death the heirs shall be obliged to present to the Bank death act, certificate of heirs and other documents required by the law, and they shall be obliged to return to the Bank the Card, which shall be destroyed;

20.1.6. upon receipt by the Bank of written notice / warning by the Holder as to termination of the Agreement;

20.1.7. upon declaration by the Bank of the Credit Limit as demanded for early repayment in full, respectively upon occurrence of grounds for demand for early repayment, as well as upon occurrence of an obligation by the Authorized User to return the Card to the Bank on other grounds;

20.1.8. automatically upon three consecutive entries of wrong PIN / automatically upon repeated consecutive entries of wrong Dynamic and Static Internet Payment Password;

20.1.9. in case of significantly increased risk that the Holder shall be unable to perform his / her obligation under the Agreement and / or in case of allowed excess over the Credit Limit;

20.1.10. in the cases explicitly set out in law or in these General Terms and Conditions.

20.2. The Bank shall inform the Holder as to the blocking of the Card(s) in the cases under point 20.1.3. and as to the reasons thereto before the blocking if possible or immediately thereafter at the latest, unless provision of such information shall not be allowed for security reasons or in compliance with the regulatory requirements.

20.3. A Card blocked in the situations under point 20.1.2, point 20.1.3., point 20.1.9 shall be unblocked ex-officio by the Bank after the grounds for it shall be removed, and in all other cases a Card shall be unblocked at the explicit written request of the Holder or the Authorized User of an Additional Card - only with respect to the additional card - filed with the Bank's office, or via the remote channels for payment transactions and after the payment of a fee in accordance with the Bank's Tariff.

20.4. The Bank shall deactivate ex-officio the Cards issued, including the additional cards, upon termination of the Agreement, as well as in the cases of a Card blocked in accordance with point 20.1.5 and point 20.1.7. - after the Bank has received written notice by the heirs, respectively the guardians or custodians appointed; the Bank may deactivate a Card issued in other cases as well, as explicitly provided for by law and in these General Terms and Conditions.

20.5. The Bank shall not be held liable as to damages caused as a result of the blocking and / or deactivation of the Card in accordance with these General Terms and Conditions.

XXI. PERSONAL DATA

21.1. In addition to the provisions of the General Terms of Business of BACB referring to the provision of personal data of the Holder to the Bank, their collection, processing, storage by the Bank and their provision to third parties, the Holder

21.1.1. shall give his / her explicit and unconditional consent that the Bank shall process the information and data, which is has been given access to upon the signing and in relation to the performance of the Agreement. The Bank shall have the right to provide to third parties any information, data and / or documents regarding the Bank's receivables under the Agreement, as well as regarding the other rights and obligations of the Parties under the Agreement and the assets, serving as Collateral under the Agreement.

21.1.2. shall declare that he / she has provided voluntarily his / her personal data and the personal data of the individuals representing the Holder, or other protected information, and that he / she shall agree that the latter shall be processed (used) and stored by the Bank in accordance with the Personal Data Protection Act for the purposes of extension of the credit limit and establishment of the Collaterals under the Agreement, as well as he / she shall declare that they have been informed by the Bank as to the circumstances under art. 19 of the PDPA.

21.1.3. shall give his / her explicit consent and shall authorize the Bank shall to make the enquiries and checks required, to require and receive from third parties, including electronically, information and schedules regarding his / her / their personal data, processed by such third parties in their capacity as administrators of personal data, including, but not limited to, the Central Credit Register, credit registers and services, the National Revenue Agency, the National Social Security Institute, the National Health Insurance Fund, the National Database "Population" at the Ministry of Regional Development and Public Works, etc.

21.1.4. shall give his / her unconditional and irrevocable consent that the Bank shall carry out checks and shall receive any tax and social security information in the meaning of art. 72 of the TSSPC from the revenue authorities, public enforcement agents, respectively, regardless of the format, type, quantity, and the representative powers, at which they shall be registered, and such consent for the disclosure of such information shall be given on the grounds of art. 74, para 2, item 1 of the TSSPC in the case of:

- non-performance of any liability under the loan;

- announcement by the Bank of demand for early repayment of part of or the full amount of the loan under the terms set out in these General Terms and Conditions and in the Agreement;

21.1.5. shall give consent that the Bank shall provide data under this Agreement to third parties in view of collection, assignment, exchange, writing-off or termination of the receivables of the Bank due under the Agreement;

21.1.6. shall give his / her explicit consent that the Bank shall provide to the national card operator Borica - Bankservice AD, as well as the payment servicing mobile, system and other operators and data processing operators in the country and abroad information about the assets, transactions and other data as to the position of the card account, including data as to the funds and limits set for the card;

21.1.7. that the Bank shall process the data provided by the Holder for the needs of bank control and bank supervision.

21.1.8. that the Bank shall include the Holder in the prize and lottery games organised by the Bank, whereby for this purpose the Bank shall use information identifying the Holder, required for his / her participation in the prize and lottery games indicated in relation to the use of the Card. The Holder shall have the right to refuse participation by means of explicit written request submitted to the Bank.

XXII. MISCELLANEOUS PROVISIONS

22.1. If the currency of the card shall be Bulgarian levs, the Bank shall restate and adjust the remaining portion due in relation to the credit limit used in accordance with the new exchange rate in case of change in the official foreign exchange rate of the Bulgarian lev to the Euro in accordance with art. 29 of the BNB Act. The amount of the adjusted debt (principal and interest due) in Bulgarian levs shall be equal to the amount due by the Holder denominated in Euro on the day preceding the entering into force of the change in the official foreign exchange rate, restated using the new exchange rate BGN / EUR.

22.2. In case of increase in the exchange rate of the US dollars, if the currency of the card shall be in dollars (USD) and if the extended credit limit shall be in dollars as well, and provided the income sources of the Authorized User who shall be identical to the Holder, shall be denominated in local currency - Bulgarian lev or in currency other than the currency of the card, and the credit limit respectively, the Bulgarian lev equivalent of the liabilities on the drawn credit limit shall be increased pro-rata to such increase in the exchange rate.

22.3. The Holder's liabilities shall be established on the grounds of entries in the Bank's accounting ledgers. Entries of all transactions made with the Card shall represent accounting documents in the meaning of the Accountancy Act and shall be deemed correct until proven otherwise.

22.4. The archives of the transactions ordered for execution and the other information maintained by the Bank shall be deemed final evidence as to their content, as well as the time of their submission or execution.

22.5. The Holder / Authorized User shall agree that in relation to the use of the payment services offered by the Bank he / she may be photographed for security reasons with technical devices, and the telephone conversations may be recorded by the Bank, and in case of a dispute the Bank shall have the right to use the recordings as evidence.

22.6. As deemed fit the Bank shall have the right to assign its receivables from the Holder to a third party. In such case the Holder shall have the right to place before the third party all objections the Holder has had against the Bank.

22.7. The Holder shall give his / her consent and shall authorize the Bank to provide to the new creditor upon assignment of the receivable any information related to the Agreement, including information representing bank secret or personal data.

22.8. If the Bank's receivables under the Agreement shall be assigned to a new creditor the Holder shall give his / her irrevocable and unconditional consent that the Bank may collect on behalf of the new creditor all amounts due under the Agreement - principal, interest, penalty interest, commissions, fees and charges under the provisions for ex-officio collection by the Bank.

XXIII. AMENDMENTS IN THE GENERAL TERMS AND CONDITIONS

23.1. The Bank shall have the right to change unilaterally these General Terms and Conditions and the Tariff at any time. The Bank shall notify the users in advance within 2 (two) month term prior to the entering into force of the respective amendment, in writing, by means of announcement in its bank parlours or on its website at www.bacb.bg, or in the Card Account Statement, or by means of another long-term carrier at the Bank's discretion.

23.2. If the Holder shall disagree with the amendments, he / she shall have the right to terminate the Agreement forthwith prior to the date on which the amendments are proposed to enter into force, by virtue of written notice as provided for in Section XVIII of these General Terms and Conditions, following full repayment of his / her liabilities to the Bank. If the Holder shall not terminate the Agreement until the date the amendments enter into force, it shall be deemed that the Holder has agreed to these amendments and they shall be binding to him / her.

23.3. The changes in the interest rates and foreign exchange rates resulting from changes in the reference exchange rates and interest rates applied in their fixing, shall become applicable immediately and without prior notice to the Holder. The Bank shall make the amendments available to the Holder by announcing the applicable interest rates and foreign exchange rates in its bank parlours and on its website, or on another lasting carrier, unless the parties under the Agreement have negotiated another deadline or mode in which such information shall be made available.

23.4. The amendments in the General Terms and Conditions related to expansion of the scope of the services, as well as the fees and / or the terms of the payment services rendered, when more favourable to the users, shall be applied immediately and without prior notice.

23.5. The conditions and procedure for amendment and supplementation of the Tariff and the attachments thereto shall be settled in the General Terms and Conditions for the Rendering of Payment Services.

XXIV. CORRESPONDENCE

24.1. The correspondence between the parties shall be in Bulgarian language (unless otherwise agreed to) in writing to the addresses of the Bank, the Holder and the Authorized User of an Additional Card, set out in the Request for the Issuance of a Card and / or the Agreement. All notices exchanged between the parties may be in writing to the addresses set out, by fax and / or by e-mail or through the remote channels of the Bank.

24.2. In case of change in the address of management, the correspondence address, e-mail, mobile telephone number and / or other data stated in the Request for the Issuance of a Card, and / or in the Agreement the Holder shall be obliged to notify the Bank within 7 days as of occurrence of this circumstance. Otherwise all notices, invitations and communications sent by the Bank to the most recent permanent / current address and / or e-mail, and / or mobile telephone number specified by the Holder shall be deemed served.

24.3. If court proceedings shall be filed with respect of a dispute arising in relation to the signing, performance, interpretation or termination of the Agreement and these General Terms and Conditions, the addresses of the parties set out in the Agreements shall be deemed the addresses in the meaning of the Civil Procedure Code for the purposes of the court for serving summons and notices by the court, unless the respective party shall explicitly notify the other party as to a change in the first party's address. The Bank shall not be held liable by the Holder for any damages caused in case of non-notification or untimely receipt of a notice.

XXV. OBJECTIONS, DISPUTES AND APPLICABLE LAW

25.1. The Holder / Authorized User shall have the right to file written objections in relation to the use of the Card and the execution of payment transactions there with. The objections shall be reviewed and the Bank shall pronounce within 7 days as of the date of receipt of such objections by the Bank.

25.2. The objections of the Holder / Authorized User as to payments on the territory of the country shall be reviewed following the procedure provided for in the effective Bulgarian legislation.

25.3. The objections of the Holder / Authorized User for payments made abroad (chargeback) shall be reviewed also in accordance with the procedure set out by the card organisation MASTERCARD.

25.4. In the cases of objected payment the Bank shall be obliged to undertake all steps in protection of the interests of the Holder / Authorized User.

25.5. If it shall be found that the objections of the Holder / Authorized User are justified, the Bank shall recover the disputed amount to the Account. In case of unjustified or ungrounded dispute of a Card transaction the Holder shall pay to the Bank a fee in accordance with the Tariff.

25.6. If the Holder / Authorized user shall disagree with the outcome of the dispute procedure for the transaction, he / she shall have the right to take the dispute before the Reconciliation committee for payment disputes at the Consumer Protection Commission or before the competent Bulgarian court.

25.7. The relevant regulatory acts in the effective Bulgarian legislation, and where applicable - the effective rules of the international card organisation (MASTERCARD) and / or the instruments of the European Union, shall apply to all matters not settled in the Agreement and these General Terms and Conditions.

25.8. All disputes between the parties in relation to the performance or interpretation of the Agreement and these General Terms and Conditions shall be resolved amicably by mutual agreement between the parties, and if no such agreement shall be reached, either party may take the dispute for resolution by the competent Bulgarian court.

XXVI. DECLARATIONS

26.1. By virtue of signing the Request for Issuance of a Credit Card and the Agreement the Holder shall declare that:

26.1.1. the information and documents provided in relation to the signing of the Agreement are real, true and complete;

26.1.2. he / she has read these General Terms and Conditions, the Tariff and the Interest Rate Bulletin of the Bank, the latter have been provided to him / her on a lasting carrier by means of their publication on the Bank's website, and he / she declares that he / she shall be bound by them in his / her relations with the Bank, and that he / she has been informed and has agreed that in case of amendment in the General Terms and Conditions, in the Tariff or in the Interest Rate Bulletin the Bank shall notify the Holder as to such amendments by means of their dissemination at visible locations in the bank parlours of the Bank and on the Bank's website;

26.1.3. the Holder is not party to court, arbitration or administrative proceedings, and that he / she is not aware of any current or potential property claims of third parties that may have significant adverse impact on his / her ability to perform his / her obligations under the Agreement and these General Terms and Conditions;

26.1.4. no event has occurred and no event is expected to occur in the foreseeable future that may have significant adverse impact on the Holder's ability to perform his / her obligations under the Agreement;

26.1.5. the Holder is obliged not to use the Card in violation of the currency regime of the Republic of Bulgaria;

26.1.6. the Holder is obliged to notify the Bank forthwith and in writing in case of any change in the circumstances declared by them under the preceding points;

26.1.7. the Holder gives his / her consent that the Bank shall provide data as to the balances, transactions and other data, including for the additional card, to the respective operator in the country and / or abroad, including data as to the coverage and limits on the card(s);

26.1.8. (amended by decision of the MB on 05.04.2018, effective as of 14.04.2018) the Holder gives his / her consent that the Bank shall send via SMS messages to a mobile telephone number provided by the Holder, information about the Card, the transactions executed with the card and after the end of the Reporting period the amounts due on the Due date; Agrees to Borica AD's sending by means of text messages to the telephone number, specified by him/her, the Dynamic Password for Online Payments for online transactions;

26.1.9. the Holder agrees to be held liable as to all payables resulting from the use of all Cards issued to him / her, including any additional cards;

26.1.10. the Holder agrees that the Bank shall have the right to assign to third parties, fully or partially, its rights under this Agreement, freely and without prior notice to the Holder;

26.1.11. the Holder has been informed by the Bank prior to the signing of the Agreement and that he / she is aware of all terms and conditions of the loan agreement, and that he / she is aware of these General Terms and Conditions;

26.1.12. the Holder has informed all Authorized Users of Additional Cards issued to the main card and he / she has made them acquainted with their rights and obligations under these General Terms and Conditions;

26.1.13. the Holder agrees to be held liable as to all payables resulting from the use of all additional cards issued;

26.1.14. the Holder is aware that the declaration of untrue or incomplete facts and circumstances shall provide grounds for:

1) claim for liability, including property;

2) announcement of the credit limit as demanded for full and early repayment; and

3) inclusion of the Holder in the BNB's Register of non-performing debtors.

26.1.15. By virtue of art. 4, para.1, item 2 of the PPA, the Holder gives his/her express consent that the Bank uses his/her personal data for offering bank products and services directly and for surveys, regarding the proposed bank products and services;

26.1.16. By virtue of art. 4, para.1, item 2 of the PPA, the Holder gives his/her express consent to receive from the Bank SMS notifications" with information, about the card, any transactions made with it and the amount, due at the respective maturity dates, as well as, for the purposes of direct marketing and advertising of Bank's products and services, notifications by phone calls, free "SMS notification" and emails to my mobile phone, as indicated herein, and the email address(es), other electronic communication means, ordinary mail, courier service, by BACB personally or through an agent, distributor or another third party.

26.1.17. the Holder has been notified by the Bank the he/she is entitled to object against the processing of his/her personal data, pursuant to art. 34a, para. 1 of the PPA, including for the purposes of direct marketing, by means of a written declaration, submitted to BACB AD's office.

XXVII. CONCLUDING PROVISIONS

27.1. In case of discrepancy between the provisions of these General Terms and Conditions and the Agreement for the extension of a credit limit on a revolving international credit card and / or the agreement(s) for the establishment of the collaterals, the provisions of the respective agreement shall prevail. In case of discrepancy between the provisions of these General Terms and Conditions and the imperative provisions of the law the effective Payment Services and Payment Systems Act and the remaining applicable effective legislation shall prevail.

27.2. The terms used in these General Terms and Conditions shall have the same meanings in the Agreement.

27.3. The contracts concluded until 06.06.2022 ./ date / contracts for granting a credit limit on revolving international credit cards Master Card Business for legal entities and sole proprietors are subject to these General Terms and Conditions and continue to operate under the same conditions as the contracts were initially concluded

These General Terms and Conditions have been prepared on the basis of Article 298 of the Commercial Law and have been adopted by Decision of the Management Board of Bulgarian-American Credit Bank AD dated 18.04.2013, amended and supplemented by decision of the Management Board dated 15.05.2014. , decision of the Management Board dated 07.08.2014, decision of the Management Board dated 23.03.2017 and decision of the Management Board dated 11.05.2017, in force since 22.05.2017, decision of the Management Board dated 05.04.2018, in force from 14.04.2018, decision of the Management Board from 17.05.2018, in force from 25.05.2018, decision of the Management Board from 23.08.2018, in force from 06.09.2018 and decision of the Management Board from 14.05.2018. 2020, in force from 16.06.2020, decision of the Management Board from 19.06.2022, in force from 06.06.2022