

SECTION I. SUBJECT MATTER AND GENERAL PROVISIONS

These General Terms and Conditions (“General Terms and Conditions“ /GTC) govern the rules, terms and conditions, applicable to the provision by the Bulgarian American Credit Bank AD („The Bank“/”BACB“) of payment services and the payment instruments, related to their use within the meaning of the Payment Services and Payment Systems Act (PSPSA), including the following:

- governing the relations between the Bank and any individual users within the meaning of the PSPSA (“Client-User“ with the meaning of the “user“ within the meaning of the PSPSA and/or “Client“);
- governing the relations between the Bank and legal entities and sole traders (referred to hereinafter as the „Client“);
- governing the relations between the Bank and any third parties /different from the Client/, duly authorized and/or empowered, in accordance with the provisions hereof.

1. The Bank provides the following payment services and payment instruments, related to their use:

- 1.1. opening, management and closing of payment accounts, including payment account for basic operations, transferring Client-User’s bank accounts within Bulgaria and facilitating the Client-User in the cross-border opening of payment accounts within the European Union (“EU“),
- 1.2. depositing and withdrawal of cash to/from a payment account, as well as the operations, related to its servicing;
- 1.3. payment operations, incl. money transfers to Client’s payment account with the Bank or with another payment services provider, as well as individual or series of payment operations: a) execution of direct debit in BGN; b) execution of credit transfers, incl. regular transfer orders; c) execution of payment operations through payment cards or other similar instruments, including remote banking;
- 1.4. issuance of payment instruments and/or acceptance of payments with payment instruments, including issuance, use and servicing of international debit cards;
- 1.5. execution of cash transfers;
- 1.6. other payment services and payment instruments, currently offered or introduced in the future by the Bank.

2. Before opening an account and/or provision of a payment service/payment instrument the Bank provides the Client with the following documents and information: these General Terms and Conditions (GTC), the Bank’s Fees and Commissions Tariff and Interest Bulletin, Glossary of Terms and Definitions, used in these GTC, a Document with information on the fees, as per art. 103 of the PSPSA, Remote Banking Instructions, BACB’s Terms and Conditions for using the “Dynamic Password for Online Payments, Using a Bank Card“ Service, BACB’s General Terms and Conditions for the mobile text messages and email messages sending services, as these documents shall form an integral part of these General Terms and Conditions. The General Terms and Conditions and the other documents, listed above, are available at any time in printed form at Bank’s offices or on Bank’s website (www.bacb.bg).

3. The Bank and the Client sign a Framework agreement for the opening and servicing of the bank accounts and for the provision of payment services, and a Framework agreement for remote banking, respectively (referred to hereinafter jointly and individually as the “Framework Agreement/s“, “agreement/ agreements“), and respectively an Request-Agreement for the issuance of a debit card or other agreements for the provision of the Bank services. By signing the respective agreement, the Client acknowledges and agrees to these General Terms and Conditions. If the respective agreement, concluded between the Bank and the Client, contains provisions, different from these, set out in these General Terms and Conditions, such differing provisions shall prevail.

4. When providing payment services and the related payment instruments, the Bank shall not control the subject matter and the lawfulness of the transaction, with respect to which the respective payment service/payment instrument is provided, unless otherwise required by the applicable legal regulations.

5. The Bank reserves its right to amend and supplement these General Terms and Conditions at any time, as any such amendments shall be made and become effective with respect to the Client in accordance with the provisions of Section VII of these General Terms and Conditions.

6. The Bank shall not be held responsible or liable for any failure to meet its obligations under these General Terms and Conditions and the respective agreement, arising from disturbances to its operations, as a result of force majeure, unsurpassable force, riots, war, natural disasters or other events, outside its control, under extraordinary circumstances, fully or partially hindering its operations for a certain period of time, as well as due to technical reasons and irregularities, beyond Bank’s control.

7. Any person, incl. a proxy, duly authorized by a notarized power of attorney, who commences business relations with the Bank (for opening of a payment account or provision of a payment instrument, performance of an occasional operation exceeding the legally permitted limit, etc.) shall be identified in accordance with the requirements of the applicable legislation. Such person shall be identified in accordance with the legislative requirements regarding the measures against money laundering and Bank’s requirements and sign a specimen of his signature before an employee of the Bank.

7.1. An account may also be opened remotely, through electronic means, in accordance with the requirements of the Electronic Document and Electronic Certification Services Act (EDECSA) and the provisions of Section IV of these General Terms and Conditions. In this case a specimen of the signature of the respective holder and/or the proxy shall be executed before an employee of the Bank, during the first operation, performed at the Bank’s desks.

7.2. Only the account holder or his representatives, authorized by means of a power of attorney, shall be entitled to dispose of the account, with the exception of the cases, when the Bank has received an official order by the court or another competent authority, limiting free disposal and use of the money in the account or requesting transfers up to a certain limit, specified in the order, as well as in the cases, detailed in these General Terms and Conditions.

7.3. The representative authority of the proxy shall include the exercising of the respective rights of such proxy, both at Bank's desks, and through the Bank's remote banking channels, unless expressly indicated otherwise in the power of attorney.

7.4. The powers of attorney for representation before the Bank remain effective until expressly withdrawn. The withdrawal of a power of attorney shall be effective and binding with respect to the Bank, from the moment it is duly notified in writing of such withdrawal.

7.5. Any and all powers of attorney, submitted by a Client - legal entity shall be valid and binding for the Bank until the date of their express written withdrawal, submitted to the Bank, including after changes to the representative powers of the legal entity, detailed in the respective public register.

7.6. Powers of attorney, issued in foreign countries, shall be submitted to the Bank: a/ endorsed by a Bulgarian embassy or the Bulgarian consular service in the respective country; or b/ legalized, in accordance with the applicable requirements or c/ certified by an Apostille. The Powers of attorney shall be submitted to the Bank, accompanied by a certified Bulgarian translation (with notarization of translator's signature).

7.7. The power of attorney for representation before the Bank must meet the requirements of the Bulgarian legislation and unless otherwise specified, it shall include the right of re-authorization.

8. Any changes in the Articles of Association, in the certificates of good standing (current status certificates), in Client's representative authority, as well as any other documents, submitted by the Client to the Bank, and/or in the personal and other details of the Client and the persons, entitled to dispose of the money in the payment account, shall be effective and binding with respect to the Bank and from the moment it is notified in writing of such occurring change, even if the respective change has been entered into a public register.

9. When interest is accumulated on an account, according to the current Bulgarian legislation, the Bank shall withhold a tax at the source, when the holder /or one of the holders in the case of a joint account/ is a foreign person and tax on the income from interests, when the holder is a local person and according to Bulgarian tax legislation he owes a tax on the income from interests.

10. The Bank shall not be held responsible or liable for: 1/ any disposal actions, involving Client's money in his payment accounts, opened with the Bank, carried out by a person with an active specimen in Client's file, i.e. a person, who – based on documents and signature specimen, submitted to the Bank, has been authorized to carry out management and disposal activities, with respect to the money in the account, until the express written withdrawal by the account holder, of the respective rights granted, by depositing the written withdrawal at the Bank's desks; 2/ the compliance with orders, issued on behalf of the Client in printed/written form, signed by signatures, similar in appearance with the specimens, executed before Bank's employees, or specimens submitted in notarized form, whether or not the signatures on such payment orders are truly genuine.

11. The Client shall be held responsible and liable for any and all damages, caused to the Bank as a result of: a/ a failure to notify the Bank of any occurring limitations or changes in Client's representation authorities, the rights and powers of its representatives, with whom the Bank has established business relations; b/ a failure to notify the Bank of any breach in the confidentiality of the data, for the establishment of the electronic signature, used by such Client.

12. In the event of the death of a Client - natural person or termination and/or transformation of a Client - legal entity, the provisions of the Bulgarian legislation shall govern any and all occurring legal consequences. The Bank requests the submission of documents, evidencing the rights of the legal heirs or successors of the Client (certificate of heirs, certificate of paid taxes etc.).

13. The Client agrees to pay the Bank any and all fees, expenses, commissions and interests in accordance with Bank's Fees and Commissions Tariff, as well as all other liabilities, expenses and costs, occurring with respect to the payment services/payment instruments, provided by the Bank and/or related to the performance of instructions by the latter, including court expenses. By opening the payment account, the Client gives his advance and irrevocable consent that the Bank may automatically collect and debit within the meaning and according to the provisions of Ordinance No. 3 of the BNB, any of Client's payment accounts (in case of accounts in a different currency, Bank's exchange rate shall apply) any of Bank's receivables, fees, commissions etc., as set out in Bank's Tariff or as agreed in writing between the Bank and the Client, due and payable by the Client.

14. Any and all documents, issued in a foreign language and/or executed abroad, shall be submitted to the Bank as originals or notarized copies, legalized in accordance with the applicable legal regulations, and apostilled and accompanied by a certified Bulgarian translation /with notarization of translator's signature/. At Bank's discretion, in each individual case documents in English, unaccompanied by Bulgarian translations, may also be accepted.

15. Instructions and/or orders for operations shall be submitted by the Client in writing at the Bank's desks or using a remote banking channel, signed by the Client or his authorized representative. The Bank shall also fulfil order, received by fax/email, only if the Client has previously signed and submitted to the Bank his consent for disposal by fax/email (Bank's templated), as the bank may also request receiving confirmation on a case to case basis, as any and all costs and expenses shall be paid by the Client.

16. The Bank and the Client/ User of the remote banking channel acknowledge, confirm and agree that in the relations between them only the following electronic means, used to sign electronic requests/orders/documents, shall have equal effect as a handwritten signature: (a) Server certificate - for signing electronic statements/documents by the Bank and (b) "Transaction authorization number" (TAN) or „Electronic Transaction authorization number“ (E-TAN) or Qualified electronic signature" (QES) or PIN for mobile banking or other electronic means, introduced by the Bank – for signing electronic statements/documents by the

Client/ Remote Channel User. The electronic statements/ documents, signed by the Bank and the Client /Remote Channel User using either of these electronic means shall be considered and recognized in the relations between the parties, as duly completed, valid, personally and manually signed original documents, binding both parties.

17. The Bank may transfer to any third parties its receivables from Client/s, arising from the use of payment services and payment instruments. The Client agrees that when transferring its receivables, the Bank shall provide to the new creditor any information, related to the respective agreement for the provision of a payment service and payment instruments according to these General Terms and Conditions.

SECTION II. BANK DETAILS. DEFINITIONS

1. BULGARIAN AMERICAN CREDIT BANK AD is registered with the Business Register, kept by the Registry Agency, UIC 121246419, with seat and registered office: 2, Slavyanska St, Sredets District, Capital Municipality, 1000 Sofia. E-mail address: bacb@bacb.bg. Website: www.bacb.bg. Competent supervisory body: Bulgarian National Bank, address: 1, Knyaz Aleksandar I Sq., 1000 Sofia.

2. Any and all terms and definitions, used in these General Terms and Conditions, are explained in the Glossary of Terms and Definitions, available to the Client at the Bank's offices in printed form, as well as on a durable media, within the meaning of the art. 61 (1) and §1, item 8 of the PSPSA on the Bank's website, section Documents/GTC and Framework Agreements. For easier reference, some specific terms and definitions, concerning the individual products and services provided, are also defined in the respective sections of these General Terms and Conditions.

SECTION III. PAYMENT SERVICES, PROVIDED BY THE BANK

III.1. TYPES OF PAYMENT SERVICES, PROVIDED BY THE BANK.

1. **Opening and management of a payment account for basic operations.** The Bank offers to the Clients-users payment account for basic operations, in Bulgarian leva, through which the Bank provides the Clients-users with services in BGN within the Republic of Bulgaria: 1/ opening, use and closing of a payment account with/without issuance of a debit card to that account; 2/ depositing amounts to the payment account; 3/ cash withdrawal from the payment account at a Bank's desk or ATM during Bank's business hours or outside of such hours; 4/ performance of the following payment operations: a) direct debits; b) payment operations, performed, using a payment card, incl. online payments; c) credit transfers in BGN, using BISERA, incl. regular transfer orders, at ATMs and POS terminals and at desks, as well as using Bank's remote banking. The payment account for basic operations may be used to carry out unlimited number operations related to the aforesaid services on-site – at Bank's offices or using Bank's remote banking. Detailed information on the payment account for basic operations and the fees and commissions applied is available in the Information Leaflet regarding the payment account for basic operations, available on Bank's website in the section Products for Individual Clients/Accounts/Account for basic operations, as well as at Bank's desks. Using additional products and services, provided by the BACB, is not a mandatory condition for access to the payment account for basic operations. Upon receiving an application for opening a payment account for basic operations, the Bank opens or refuses to open such account within 10 days after receiving any and all necessary documents from the Client-User. The Bank refuses to open a payment account for basic operations, when: 1/ opening such an account would result in the violation of legal regulations, regarding the prevention of using the financial system for the purposes of money laundering and funding terrorism; 2/ The Client - user declares that he owns a payment account for basic operations, kept by the Bank or another bank in the Republic of Bulgaria or that he owns more than one payment account, which enables him to use the services, detailed in this article, unless he has been notified that the respective account is about to be closed. In case of refusal for opening a payment account for basic operations, the Bank notifies the Client-User of the specific reason for the refusal, in the cases, set out in the applicable legal regulations.

2. **Transfer of a payment account.** The Client - user may initiate a transfer of a payment account from one payment services provider to another within Bulgaria, only if the payment accounts of such Client with both providers are in one and the same currency. In the case of a transfer of a payment account, the Bank may act as a transferor or transferee provider. The Bank provides the Client free of charge with the following information in electronic form or as a hard copy: 1/ the functions of the transferor and transferee provider; 2/performance periods; 3/ fees, if any; 4/ other information, as requested by the Client; 5/ the procedures for alternative dispute resolution. The detailed procedure for the transfer of a payment account is available on Bank's website in the section Individual Clients/Accounts/Transfer of a payment account and at request - as a hard copy at Bank's desks.

3. **Facilitation of the Clients-users in the cross-border opening an account.** When a Client-User having a payment account with the Bank, notifies the Bank in writing, that he wants to open a payment account with a payment services provider, situated in another EU Member State, the Bank: 1/ shall provide for free a list of all currently active orders for regular credit transfers and direct debit consents, incoming regular credit transfers and direct debits, made with respect to Client's payment account in the previous 13 months. Such a list shall not give rise to any liabilities for the new payment services provider to provide services, which such provider usually does not provide; 2/ shall transfer the balance, if any, on Client's payment account to the new payment services provider, always provided that the request contains the complete identification data about the new payment services provider and the payment account; 3/ shall close Client's payment account. If the agreed notice period for the termination of the Framework Agreement has been observed and if the Client has no outstanding liabilities on the payment account with the Bank, the Bank shall execute these actions on the date, specified by the Client, which cannot be earlier than 6 business days, after receiving the request, unless otherwise agreed. The Bank shall immediately notify the Client, if the respective account cannot be closed due the presence of unpaid liabilities, effective attachments and/or other blockings/reasons.

4. Payment accounts, offered in packages. If the Bank offers services to the Client-User, involving the offering of the payment account as a part of a package, together with another product or service, not related to the payment account, the Bank shall provide the option that the payment account is opened and managed separately from the other services in the package. The costs, expenses and fees, related to each and every of the other products and services, offered in packages, which may be purchased separately, are available in Bank's Tariff.

5. Mass transfers. The Client may carry out mass transfers of amounts in BGN from his current account at the Bank to third-party accounts with the Bank or with other Bulgarian banks, in accordance with a mass payment file (MPF), submitted by the Client in electronic form, in a format, as specified on Bank's website in the section "Products for Business Clients/Payments/Mass payments". The Client, acting through its legal representative or his duly authorized proxy, shall send the MPF to the Bank in electronic form using the remote banking channels. As an exception, in case of technical issues with the remote banking channel, the Client may deposit the MPF also at Bank's desk in electronic form, copied on electronic media, as in this case, he shall enclose a List of the Payments, signed by the legal representative or duly authorized proxy and reflecting the contents of the file. In the case of any difference in the data, included in the Payments List and the data, contained in the file, the data, included in the file, shall prevail for the Bank. When processing the MPF, the Bank shall be guided by the specified account /IBAN/ of the ordering client, and not his name. The deadline for receiving an MPF for processing on the same business day shall be 15.00 h. The MPFs, received after that time, however within Bank's business hours, shall be processed for the ordering client, on the same business day, as the internal transfers for the Bank shall be received by the beneficiaries in the same business day, and the interbank transfers - on the next business day. Transfers through the RINGS in the MPF shall be received and processed in the same business day, however, only if deposited by 15 h. The Client shall be fully responsible for any and all amounts, incorrectly transferred by the bank, as a result of incorrect or inaccurately specified data in the electronic file sent and/or inaccurate/invalid/inexistent account number (IBAN) or BIC of beneficiary's bank. The Bank shall not process MPFs in the presence of any of the following circumstances: a/ invalid/inexistent account number or BIC of beneficiary's bank; b/ insufficient availability in Client's account for the performance of all transfers, specified in the MPF and the payment of the fees and commissions due; c/ other unfulfilled conditions and/or mistakes in the MPF form. The Bank shall notify the Client of the non-performance of the payments, ordered in the MPF, using the remote channel, used to order the MPF, and if submitted at a desk - the Client shall be notified by telephone or email.

6. Information, provided by the Client. In order to ensure accurate execution of the payment orders, the Client provides the Bank with the information, as required in the standardized payment order forms. The accurate identification of the beneficiary requires the international number (IBAN) of beneficiary's bank account, the international bank identification code of beneficiary's Bank (BIC) or another unique identifier of beneficiary's account (for countries, outside the European Community).

7. Permission of payment operations by the Client. The Bank shall carry out the payment operations in accordance with the provisions and conditions of these General Terms and Conditions, if these have been preliminarily permitted by the Client, as follows (1) the Client has executed a payment order (instruction) or (2) the Client has given his consent to the execution of the payment operation in another manner, expressly agreed between him and the Bank or set out in Bank's General Terms and Conditions, applicable to the respective operation or in an agreement, concluded between the Bank and the Client. If no consent or agreement is present, the payment operation shall be considered unauthorized. The Bank shall accept payment orders, on templates, different from its own, only if these contain all the necessary elements, as required for the execution of such orders. The Client shall be considered to have ordered or consented to the execution of the payment operation, if the Client, personally or through his duly authorized proxy, has signed a standard form of the payment order (instruction) for the payment operation in electronic form/on paper and such order has been: (a) deposited at Bank's desks; (b) sent by fax/email to the Bank (if the Client has previously signed a declaration, based on Bank's template, authorizing the Bank to accept and execute payment operations, received by fax/email); (c) sent through the Bank's remote banking as set out in these General Terms and Conditions or (d) in another written agreement/document the Client has given his express consent and/or ordered the Bank to execute the payment operation.

7.1. The Bank shall execute the payment operations, ordered by the Client, solely if all the following conditions are met simultaneously: 1/ the payment operation has been ordered by the Client or his duly authorized representative or the Client has given his consent thereto; 2/ the Client has sufficient free available balance for the execution of such operation and for the payment of the fees and commissions due; 3/ the Client has submitted to the Bank the properly prepared payment and other necessary documents as required for the performance of the respective payment operation, as requested by the bank or by the applicable legal regulations; 4/ The value and type of the payment operation shall be within Client's powers or those of his authorized representative; 5/ The transfer order is clear and accurate, in accordance with the applicable legal regulations, the Framework agreements and the general Terms and Conditions of the Bank, the bank forms-templates and it shall contain all the necessary elements for its execution; 6/ there are no limitations, set out in the legal regulations, regarding the execution of the payment operation. If any of these conditions is not met, the Bank shall refuse to execute the payment operation and shall not be responsible for any damages, arising from its non-compliance with the payment order. In this case the Bank shall promptly notify the Client within the period, applicable to the execution of the respective payment operation of the reasons for such refusal and the procedure for rectification of the mistakes or errors, which have caused the refusal, unless there is a prohibition for the provision of such information, set out in a law or an EU regulation. A payment order, which the bank has refused to execute, shall be considered unsuccessful. If all the above conditions are met, the Bank may not refuse to execute the payment operation.

7.2. The Bank may debit Client's payment account, without the latter's consent, in one of the following cases: 1/in the event

of an automatic corrective transfer within the meaning of the PSPSA and Ordinance No.3 of the BNB; 2/ in the case of imposed attachment and enforcement, in accordance with the rules, set out in the applicable laws; 3/ for the payment, based on a direct debit order, received, subject to the presence of Client's prior consent; 4/regarding ex-officio collection by the Bank, subject to Client's preliminary consent; 5/ in any and all other cases, regulated by law, by Bank's General Terms and Conditions or as expressly agreed in writing with the Client.

7.3. The Bank does not carry out partial transfers with respect to separate transfer orders or orders for direct debit. Partial payments may only be made with respect to enforcement, in accordance with the applicable legal regulations and in the cases of ex-officio collection by the Bank.

7.4. The Bank shall not commence any professional and business relations with any persons, involving trade/distribution of virtual/ crypto currencies.

7.5. The Bank shall not execute payment orders and payment operations, related to the trading of virtual currencies (crypto currency, bitcoin etc.), as well as to platforms, dealing with such currencies. In the event of receiving payment orders to the benefit of persons, related to the trading of virtual currencies (crypto currency, bitcoin etc.) or involved in the trading of virtual/crypto currencies, the Bank shall not carry out any such payment operation and shall refund all relevant amounts to the account of the ordering client

8. Withdrawal of an order/consent. The client may withdraw his order or consent for the execution of a payment operation at any time, but not later than the moment, when, the payment operation has become irrevocable in accordance with the provisions of the next article. A Client, acting as a payer, cannot revoke a payment order, after it is received by the bank.

9. Revocability/ irrevocability of a payment operation. When a payment operation is carried out at the initiative of or through the beneficiary, the payer cannot revoke the payment order after it is submitted or after he has given his consent to the execution of the payment operation in favour of the beneficiary. When the Client and the Bank agreed upon the execution of a payment order on a given date or on the date, following the expiration of a certain period of time, or on the date, when the payer provides the Bank with all necessary funds for the execution of the order, the Client may revoke the payment order not later than the end of the business day, preceding the agreed date of execution. In the case of a direct debit, the Client, acting as the payer, may revoke the payment order not later than the end of the business day, preceding the agreed date of execution for debiting his account. Upon expiration of the deadlines, set out in this article, but not later than the endorsement of beneficiary's account, the payment order may be revoked with the consent of both the Client and the Bank, as in the case of the direct debit, beneficiary's consent shall also be required. This article shall not be applicable to a Client, who is a legal entity or a sole trader (a client, who is not a user within the meaning of the PSPSA) – such a Client may revoke a payment order only with Bank's consent, and always prior to its execution.

10. Execution of a direct debit in BGN. In the case of payments through a direct debit in BGN, the Client, acting as the payer, shall give his consent to the Bank in advance, and a copy of such consent shall be sent to the beneficiary. Prior to the execution of the payment, based on a received direct debit order, the Bank shall verify that: 1/ the payer has given in advance his consent for the direct debit, related to the respective payment, incl. that all documents, required for such execution have been received, if the submission of such documents has been agreed; 2/ there is free available balance on the respective account, for making such a payment.

11. Receiving a payment order. The moment of receiving of a payment order shall be the moment, when the Bank actually receives such order directly from the Client, acting as the payer, or indirectly or through the beneficiary, in the manner and in accordance with the provisions of Bank's General Terms and Conditions. If the moment of receiving is not a business day, the payment order shall be considered received on the next business day. When the Client and the Bank agree that the payment order is executed in a certain day or on the date, following the expiration of a certain period of time, or on the date, when the payer provides the Bank with the necessary funds for making such a transfer, the moment of receiving the order shall be the respective agreed date, and if it is not a business day for the Bank - the next business day.

Payment orders, received at the Bank in printed form by 15.00 h shall be processed for the ordering client, on the same business day, and any such orders, deposited after the said time, shall be processed on the next business day. Orders, submitted through the remote banking, shall be governed by these General Terms and Conditions in the remote banking section.

12. The Bank may refuse to execute a payment operation, requested by the Client subject to limitations, imposed by the applicable legislation or by these General Terms and Conditions for the respective payment operation and/or in other cases, as agreed between the Bank and the Client, as well as when the order is unclear, inaccurate or it does not contain all necessary elements, according to bank's forms-templates etc. In case of refusal of the execution of a payment order, the relevant reasons for such refusal, shall be notified to the Client, unless such disclosure is forbidden by the applicable legislation. A payment order, which the bank has refused to execute, shall be considered unsuccessful.

13. Term for the execution of payment operations in BGN, EUR and payment operations, related to a single BGN/EUR currency exchange in Bulgaria, as well as cross-border payment operations in EUR: 1/ the Bank shall ensure the endorsement of the payment account of beneficiary's payment service provider with the amount of the respective payment operation, not later than 2 business days after receiving the payment order; 2/ In the event of a transfer through RINGS, the Bank shall ensure the endorsement of the payment account of beneficiary's Bank on the same business day within 1 hour after receiving the transfer order; 3/ Upon receiving funds in a payment account, the Bank shall specify the value date for the endorsement and ensure the availability in beneficiary's payment account of the amount, as per the payment operation upon receiving the funds from payer's payment services provider. The value date of the endorsement of beneficiary's payment account shall not be later than the business day, when Bank's account is endorsed by the amount of the payment operation; 4/ In case of payment documents with a future

execution date (not later than 5(five) business days after the submission of such documents), the Bank shall execute the respective transfer with a value date, corresponding to the specified execution date; 5/ In the event of execution of a direct debit order, the Bank shall submit the payment order to payer's payment service provider, on the same business day, when received and not later than the next business day, but in such a manner that the settlement is possible on the respective agreed date; 6/ If, within 5 (five) business days after receiving the direct debit order, the respective conditions for the execution of such order are not met, the Bank shall reject the order and notify beneficiary's Bank; 7/ When the beneficiary has no payment account with the Bank, the Bank shall ensure the availability to beneficiary's benefit, of the respective received funds, within the specified period of time; 8/ When the Client-User has deposited ready cash to the payment account in the currency of the account, the Bank shall make available the respective amount and set the value date of endorsement, immediately after receiving the money. When the beneficiary of the payment services is not a user, the respective amount shall be made available and the value date shall be set, not later than the business day, following the date of receiving the funds.

14. Term for the execution of payment operations in another currency: 1/ When executing payment operations in other currencies and apart from the cases, specified in the preceding article, the Bank shall apply the aforesaid deadlines, apart from the cases of executing payment operations on behalf of the payer, as in this case the Bank shall ensure the endorsement of the payment account of the beneficiary's payment service provider with the amount of the payment operation not later than 4 business days after receiving the payment order; 2/ When the payment accounts of both the payer and the beneficiary are opened with the Bank, the value date of the endorsement of beneficiary's payment account shall be the same business day.

III.2. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES

15. Fees and commissions. For all payment services provided and payment operations performed, the Bank shall collect from the Client fees and commissions, in accordance with the Bank's Fees and Commissions Tariff. The Bank and the Client may also negotiate other fees and commissions. The Bank reserves its right to change its Tariff at any time, as any such changes shall become effective and binding with respect to the Clients-users in accordance with the provisions of Section VII below.

15.1. In the event of a payment operation in EUR or in the currency of a Member State, when the payment service providers of the payer and the beneficiary or the sole payment services provider are within the European Union, the payer shall pay the fees, collected by his payment services provider, and the beneficiary – the fees, collected by his respective payment services provider, i.e. in the case of such payment operations, the Bank shall execute the payment orders with a SHA (shared - the principle of shared fees) option for the payment of the fees and expenses.

15.2. The Client may order a foreign currency transfer, selecting one of the following options, regarding the expenses: (1) SHA (shared fees); (2) OUR (all fees are paid by the payer) or (3) BEN (all fees are paid by the beneficiary) in the following cases: a) the transfer is made in a currency, different from EUR or the respective currency of the EU Member State; b) when the payment operation is addressed to a country outside of the European Union .

16. Interest rates. With respect to the opened payment accounts, the Bank shall apply the interest rates, set out in Bank's Interest Bulletin. The Bank and the Client may also negotiate other interest rates. The Bank reserves its right to change the interest rates on the opened payment accounts at any time, as any such changes shall become effective and binding with respect to the Clients-users in accordance with the provisions of Section VII below. When the changes to the interest rates are more favourable for the Client-User, these shall be applied without an advance notice. The deposit accounts, proposed by the bank may be used solely for keeping money and any changes in the interest rates, applicable to such accounts, shall thus be effected without an advance notice.

17. Exchange rate. When exchanging foreign currency, the Bank shall apply the valid purchase and sale rates, effective as of the moment of accounting such exchange, as these rates are indicated at desks and on the website of the Bank, as well as in the remote banking channels. Such rates can change within a single day, as the respective change is announced at a visible place. The Bank and the Client may also negotiate different exchange rates. When receiving a transfer in a currency, different from the currency of the account, the Bank shall automatically change the currency of the received amount, into the currency of the account at the exchange rate on the date of the respective exchange.

III.3. COMMUNICATIONS WITH THE CLIENT REGARDING THE PAYMENT SERVICES AND PAYMENT INSTRUMENTS PROVIDED. ACCOUNT STATEMENT.

18. In order to reflect the payment operations on Client's account, including operations, carried out, using a debit card issued by the Bank and/or through a remote banking channel, the Bank shall prepare Account Statements and provide them to the Client in the manner and based on the periods, as negotiated between the Parties.

19. When opening an account, the Client declares and specifies in writing to the Bank his chosen method and periods for receiving Account Statements and any communications, notices and other information from the Bank („Client Communications"). The Client may change his chosen method and periods for receiving the Client Communication at any time, by submitting a written application to Bank. The Bank shall provide the Account Statement to the Client-User free of charge at least on a monthly basis, in a manner, as chosen by the Client. The official language of the Client Communication, is Bulgarian.

20. The possible methods, available to the Client, for receiving Client Communications, are: 1/ at the Bank's desks; 2/ by mail, to the contact address, specified by the Client; 3/ by e-mail at the e-mail address, specified by the Client; 4/ using the Bank's remote banking.

21. If the Client uses remote banking, he shall receive Account Statements through the remote banking by default, as he may also request an additional method/frequency of receiving the Account Statement (additional option). If the Client has chosen to receive Account Statements by mail, the Bank shall send them to the mailing address, specified by the Client, on a monthly basis, between the first and the tenth day of the month, following the month, to which the respective Statement refers.

22. Depending on the method of receiving Client Communications, chosen by the Client, the latter shall be considered duly notified by the Bank of any payment operation/s performed and having received the Client Communication, as follows: a/ at the Bank's desks - the Client shall be considered notified as of the date of recording the Client Communication in Client's file, as in these cases the Bank shall provide the Account Statement not later than the next business day, following the date of preparation, based on Client's choice of applicable periods for receiving such statements; b/ by mail - the Client shall be considered notified upon expiration of 7 business days after the date, when the Bank has sent the Client Communication to the address, specified by the Client; c/ by e-mail - the Client shall be considered notified on the date, when the Bank has sent the e-mail message to the e-mail address, specified by the Client; d/ irrespective of Client's chosen method of receiving the Client Communications, if the Client uses remote banking, providing the capability of ongoing real-time monitoring of any and all operations, the Client shall be considered notified immediately after the accounting of the respective operation; e/ at request - the Client shall be considered notified as of the moment of accounting the respective operation, irrespective of the actual moment of delivery of the Client Communication to the Client. The Client acknowledges and agrees that that latter method is characterized by an inherent risk of delayed receiving of such communications, and the Client shall be responsible for any and all consequences of such a risk.

23. Any and all claims or objections, related to the Client Communication, the Account Statement and the operations, reflected in such documents, shall be submitted to the Bank by the Client in writing by the deadlines, set out in these General Terms and Conditions. The absence of an objection, submitted by the specified deadline, shall be considered to constitute silent approval and consent by the Client, regarding the payment operations performed.

24. The client shall be fully responsible for the e-mail address, specified by the Client for receiving communications, as indicated above. If the Client changes his e-mail address for receiving communications in the form of electronic documents, without notifying the Bank accordingly or if he has specified inaccurate/inexistent/wrong electronic address, any and all electronic statements and documents shall be considered duly received upon being sent by the Bank's information system.

25. The Bank shall provide its Clients-users with a Statement of Fees in accordance with art. 106 of the PSPSA at their on an annual basis.

26. At Client's request the Bank may also issue other documents regarding the operations, performed on the account, its balance or other information, including data on previous periods and against the payment of a fee, as specified in Bank's Tariff.

27. The Client shall immediately notify the Bank, if he fails to receive an Account Statement due, within the time period, in which he usually receives such statements, in accordance with the respective communication method selected.

28. The Client shall immediately review the contents of the received Account Statement and notify the Bank forthwith of any discrepancies discovered, in accordance with the provisions and conditions for the submission of objections/claims, according to the provisions of these General Terms and Conditions.

29. The Bank shall provide the Client with information in Bulgarian on the payment operations performed and the payment services used by the Client. In his request, the Client may specify in writing that he wants to receive information on the performed payment operations and the services in English, as in this case the Bank shall provide the information in English with the exception of the operations, initiated by the Client in Bulgarian and any transfers, received in Bulgarian.

30. At Client's request and with his express consent BACB shall provide the Client with the service of sending SMS notifications for each and every transaction, subject to the payment of a fee, as specified in the Bank's Tariff.

31. At Client's request, BACB shall provide the Client with the service of further notification of information on various events, related to the payment accounts pursuant to an agreement, concluded in accordance with the General Terms and Conditions for the mobile text messages and email messages sending services. The events, related to Client's accounts include: movements/operations/availabilities/ balances/ maturity dates/ subscription expiration or other events, as specified by the Client, and related to the payment accounts.

32. The Bank shall send any and all notices, messages /incl. SMS or other mobile messages/, Client Communications and other documents to the usual/current/mailing/e-mail address and/or mobile phone number, as specified by the Client in the respective request for the provision of payment services/payment instrument. If the Client changes these addresses/mobile phone numbers, any and all notices, messages /incl. SMS or other mobile messages/, Client Communications, incl. Account Statement and other documents, sent by the bank to the latest addresses/mobile phone number, specified by the Client,, shall be considered validly received by the Client, until the latter notifies the Bank in writing of his current contact details. The new contact details shall be effective and binding with respect to the Bank from the moment it is notified of such details. The Bank shall not be responsible to the Client for any damages suffered, in case of failure to notify or delay in the notification of the Client, as a result of a change in the contact details, which has not been properly notified to the Bank.

33. The Bank shall not be responsible, if the mobile operator or the service provider fails to deliver on time or fails entirely in the delivery of the SMS or other message types, sent to the mobile telephone or another mobile device, as well as in the cases, when – due to circumstances beyond Bank's control – the SMS or other message is not sent, and delivered or delivered in due time, respectively.

34. In case of litigation, based on a dispute, arising from or related to the conclusion, performance, interpretation or termination of the Agreement, subject to the General Terms and Conditions, the addresses of the Parties, specified in the agreements, shall be considered process addresses within the meaning of the Civil Procedure Code /CPC/ for serving subpoenas and messages from the court, unless the respective party expressly notifies the other part of a change in its address.

III.4. OBLIGATIONS, WHEN USING PAYMENT INSTRUMENTS AND CESS TO PAYMENT ACCOUNTS. BLOCKING.

35. The obligations, specified below shall bind and be applicable to the Client, the Authorized User of a debit card and the Remote Channel User when making payments and other operations at bank's desks, by using a payment instrument, incl. the use of debit cards or remote banking channels.

36. Obligations for protecting the security of the payment instruments/personalized security features and access to the payment accounts. When using payment instrument/personalized security features, provided by the bank, as well as when accessing payment accounts, opened with the Bank, the Client/Authorized Debit Card User/Remote Channel User agree to undertake any and all necessary measures, to ensure the protection of their security, including:

a/ using the payment instruments in accordance with the terms and conditions, governing their issuance and use;

b/ upon receiving the payment instrument, to immediately undertaken all reasonable actions, to ensure the preservation of the inaccessibility of the personalized security features (username, password, TAN, E-TAN, QES, PIN for mobile banking, Debit card PIN, additional debit card security code, Dynamic password for online payments and/or other similar security features), including not to write down any information, regarding such security features on the payment instrument and not to keep any such information, together with the said instrument; to only use personally and never disclose or provide any data, regarding his personalized security features and the devices, where these are stored or generated, to any third parties;

c/ to notify the Bank immediately upon finding out about a loss, theft, misappropriation or unauthorized use of the payment instrument/personalized security features/ terminal device for mobile banking; performance of unauthorized payment operations using the payment account and/or payment instrument; disclosure/ compromising of the secret, of any of the personalized security features of the Client/ Authorized Debit Card User / Remote Channel User (TAN, E-TAN, QES, PIN, additional debit card security code, Dynamic password for online payments, PIN for mobile banking and/or other similar features) and the devices, where these are stored or generated; suspension or termination of the qualified electronic signature certificate, for Client's/User's access to a remote channel, through such QES; of inaccurate performance of a payment operation.

37. The Client/Authorized Debit Card User/Remote Channel User shall fulfil their notification obligations, by contacting the Bank in one of the following manners:

- For payment services, performed at the Bank's desks and using a remote banking channel – by means of a written notice, submitted in person in the Bank's office, within the Bank's business hours, or by electronic means, using the remote banking channels, signed using the respective personalized security feature.

- For debit cards – on Borica AD's telephone numbers: **+359 2 8705149 or +359 2 9702600 - 24 hours a day.**

38. For receiving information, regarding the use of payment services and payment instruments and the applicable rules for their blocking, the Client/Authorized Debit Card User/Remote Channel User shall contact the Bank on the telephone numbers, announced on Bank's website.

39. Blocking of a payment instrument and of the access to payment accounts. The Bank may block the use of a payment instrument and the access to the payment accounts of a Client/Authorized Debit Card User /Remote Channel User for objective reasons, related to: (a) the security of the payment instrument; (b) suspected unauthorized use of a payment instrument and/or payment account; (c) suspected use of a payment instrument and/or payment account for fraudulent purposes; (d) for security reasons; if there is information, indicating the receiving of illegal transfers; in case of suspicion that the payment instrument and/or payment account, has been used for money laundering or funding terrorism; (e) significantly increased risk that the Client is incapable of fulfilling his payment obligations – in the case of payment instruments, related to granted loans; (f) notice by the Client in accordance with art. 36.(c). in this section; (g) when receiving an express written request for blocking, submitted by the Client/Authorized Debit Card User and/or Remote Channel User, sent in accordance with the provisions of art. 37 above, at any time without the need of indicating any specific reason.

40. In these cases, if possible, prior to the blocking of the payment instrument and/or payment account and at the latest, immediately after such blocking, the Bank shall notify the Client/Authorized Debit Card User /Remote Channel User of the reasons, necessitating such blocking, unless disclosing such information is prohibited for security reasons or in order to observe the applicable regulatory requirements, obstructing the notification of the Client.

41. The Bank shall unblock the payment instrument or replace it for a new payment instrument, upon disappearance of the reasons for such blocking.

42. The Bank shall not be responsible to the Client for any failure to execute any operations (transactions), ordered by the Client/Remote Channel User/ Authorized Debit Card User if it has blocked the payment instrument, access to payment account as specified in this section, including if such blocking was effected, based on a false notice/request for blocking.

III. 5. NOTIFICATION OF UNAUTHORIZED OR INACCURATELY PERFORMED PAYMENT OPERATIONS

43. Upon finding out about any unauthorized or inaccurately performed payment operations, each and every Client/Authorized Debit Card User/Remote Channel User, shall notify the Bank in writing of any unauthorized/inaccurately performed operation within the following time limits:

(a) The Client/Authorized Debit Card User/Remote Channel User, who is a natural person (user within the meaning of the PSPSA), shall notify the Bank without any undue delay, and always not later than 13 months after the date of debiting his account;

(b) The Client, who is not a user within the meaning of the PSPSA, shall notify the Bank: (i) in case of a payment operation, made at Bank's offices or using a debit card – by the end of the first business day after finding out about the unauthorized/inaccurately performed operation, and always not later than 14 days after the date of debiting his account, and (ii) in the case of a payment operation, performed using a remote banking channel - not later than the next business day after the date of debiting his

account.

The Client shall be considered aware of the unauthorized or inaccurately performed payment operation upon being provided by the bank with the Client Communication regarding the particular payment operation in accordance with the rules and methods, set out in section III.3 above, apart from the cases of an operation, performed using a remote banking channel. When the operation has been performed, using a remote banking channel, the Client shall be considered aware of the unauthorized/inaccurately performed payment operation as soon as the respective operation is accounted and/or electronic notification of such operation is received.

The Bank shall rectify the payment operation, only if the Client has notified it in accordance with the rules and provisions, and by the time limits, set out herein.

III.6. LIABILITY IN CASE OF UNAUTHORIZED PAYMENT OPERATIONS

44. In case of an unauthorized payment operation, the Bank shall refund to the Client its respective amount and where applicable, it shall restore the payment account to its status, before the performance of the unauthorized payment operation. The Bank shall carry out any such refunding and restoration within the legally established time limits, upon and subject to receiving Client's written notice of any such unauthorized payment operations in compliance with the rules and provisions, and the time limits, set out in art. 43 above. The value date for endorsement of payer's payment account shall not be later than the date, when the account was debited by the amount of the unauthorized payment operation.

45. For Clients - individuals (users within the meaning of the PSPSA), the provision of the abovementioned article shall not apply and the Client shall suffer losses to the maximum amount of BGN 100, due to unauthorized payment operations, arising from or related to the use of a lost, stolen or unlawfully taken payment instrument. The provisions of the abovementioned article shall not apply to Clients, who are not users within the meaning of the PSPSA, the Bank shall not be liable for any unauthorized payment operations and the Clients shall suffer all the losses, related to any and all unauthorized payment operations, arising from or related to the use of a lost, stolen or unlawfully taken payment instrument, irrespective of their amount.

46. The Client shall suffer all losses, irrespective of their amount, when such losses are related to unauthorized payment operations, caused through fraud, intentionally or through gross negligence or due to Client's failure to observe one or more of his obligations, as set out in these General Terms and Conditions, including, but not limited to the obligations, as per art. 36 of section III.4 above.

47. After the Bank is notified by the Client/ Remote Channel User/ Authorized Debit Card User of the loss, theft, misappropriation or unauthorized use of a payment instrument/ personalized security feature, immediately after becoming aware of such an event, the Client/ Remote Channel User/ Authorized Debit Card User shall not suffer any material damages/losses, due to the unauthorized use of such payment instrument/ personalized security feature, with the exception of the cases, when the Client/ Remote Channel User/ Authorized Debit Card User acts or has acted fraudulently.

48. If the Client claims that he has not authorized the performance of the payment operation or that the operation has been performed inaccurately, the burden of proof and the obligation to prove that the payment operation has not been authorized and/or performed accurately, as well as that the operation was affected by a technical failure or another defect in the service, shall lie with the Client, if he is not a natural person (user within the meaning of the PSPSA), and when the Client is a natural person (user within the meaning of the PSPSA) – it shall lie with the bank.

49. The Bank shall not be liable for any damages, caused through the use of a payment instrument if it has followed the orders, given by the Client/ Remote Channel User/ Authorized Debit Card User before being notified of the destruction, loss, misappropriation, forging or unauthorized use of the respective payment instrument/ personalized security features, resulting in the unauthorized use of the respective payment instrument or access to payment account.

50. The Bank shall not be liable for following orders, made by the Client/ Remote Channel User/ Authorized Debit Card User, whose rights and/or powers have changed and the Bank has not been duly notified accordingly, as well as in the cases when Client/ Remote Channel User/ Authorized Debit Card User has failed to fulfil his obligations, according to these General Terms and Conditions.

III.7. BANK'S LIABILITY FOR THE EXECUTION OF THE PAYMENT OPERATIONS

51. The Bank shall transfer the entire amount of the payment operation, without withholding any fees thereon. The Bank does not carry out partial transfers based on individual payment orders or direct debit requests. Prior to endorsing the account of the Client-Beneficiary, the Bank, acting as beneficiary's bank, may deduct from the transferred amount, any and all fees, to which it is entitled, as in this case the information, provided to the Client, shall refer separately to the amount of the payment operation and the amount of the fees, deducted.

52. **Unique identifier (IBAN).** When a payment order has been executed, in accordance with the unique identifier, specified therein, the order shall be considered accurately executed with respect to the beneficiary, identified with the unique identifier. The Bank shall not be liable for any non-performance or inaccurate performance of the payment operation in case of invalidity/ inaccuracy of the unique identifier, specified by the Client. In this case the Bank, within its due diligence, shall make all necessary efforts to recover the amount of the payment operation, including through the provision of information, required for the recovery of the funds, according to the generally applicable rules. In case of non-execution of the payment operation, due to an incorrect invalid unique identifier, Client's Bank, being the bank of the payer, refunds the relevant amount to Client's payment account not later than the next business day.

53. **Bank's liability in case of non-execution and inaccurate execution of payment operations in the case of payments, ordered by the Client as the payer.** When the Client has submitted a payment order to the Bank as the payer, the Bank shall be liable to the Client for the accurate execution of the payment operation, unless it is able to prove to the Client or to the beneficiary's

bank, that the latter has received the amount, under the payment operation within the legally established time limit, as in this case beneficiary's Bank shall be liable to the beneficiary for the accurate execution of the payment operation and it shall immediately make available to the beneficiary the amount, referred to in the payment operation and, where applicable, endorse beneficiary's payment account with the respective amount. In case of non-execution or inaccurately performed payment operation, ordered by the Client as the payer, if so requested, the Bank shall undertake actions within its due diligence for tracing the payment operation and notify the Client of the result.

54. Bank's liability in case of non-execution and inaccurate execution of payment operations in case of payments, ordered by the Client, acting as the beneficiary. When a payment order is submitted by or c/o the Client, acting as the beneficiary, the Bank shall be liable to the Client for the accurate transmission of the payment order to payer's bank within a reasonable period of time, ensuring proper settlement on the agreed date. In this case the Bank shall immediately transmit the respective payment order to payer's bank. The Bank shall be liable to the Client, acting as the beneficiary for the execution of the payment operation and shall make available to the Client the amount, referred to in the payment operation, immediately after the endorsement of the account with such an amount. In case of non-execution or inaccurately performed payment operation, ordered by the Client, acting as the beneficiary, if so requested, the Bank shall undertake actions within its due diligence for tracing the payment operation and shall notify the beneficiary of the relevant result. In case of delayed transmission of the payment order, the value date of the endorsement of beneficiary's payment account with the amount of the operation shall not be later than the date, of endorsement of the account, if the operation has been executed without any delay.

55. When the Client is a user, the Bank shall be responsible to such Client for the refunding of any and all fees paid by the latter, as well as for refunding any interests charged, as a result of the non-execution or inaccurate execution of the payment operation.

56. Waiver. The Bank waives any liability under this Section in the cases of force majeure, extraordinary and unforeseeable circumstances beyond Bank's control, the consequences whereof would inevitably occur, despite all reasonable efforts for their prevention, as well as in the cases, when the Bank has acted in accordance with the regulatory obligations, according to the EU law or the Bulgarian legislation.

57. Refunds under a payment operation, executed at the initiative or through the beneficiary. When the Client is a natural person (user within the meaning of the PSPSA) and, acts as the payer, he shall be entitled to claim from by the bank a full refund under already executed and authorized payment operation, if it is ordered by or through the beneficiary and subject to the fulfilment of the following conditions: 1/ at the moment of authorization of the payment operation its precise value has not been specified and 2/ the value of the payment operation exceeds the value, expected by the Client with view of his previous costs for similar operations, the provisions of these General Terms and Conditions and other case-specific circumstances. The refund request by the, who is a natural person (user within the meaning of the PSPSA) shall be submitted to the Bank within 56 days after the date, when the account is debited, and in the case of a Client, who are is not natural person (user within the meaning of the PSPSA) - within 14 days after the date, when the account was debited. At Bank's request, the Client shall provide evidences regarding the fulfilment of the conditions under this article. The Bank, within 10 business days after receiving the refund request of the Client – natural person (-user within the meaning of the PSPSA) shall refund the entire amount of the payment operation or refuse to do so, explaining the reasons for such refusal, as well as the bodies, to which the Client may file a complaint, if he does not agree to the proposed reasons for refusal. The Client cannot request a full refund under an already executed and authorized payment operation, referring to the reasons, related to a currency exchange, if the exchange rate agreed with the Bank in these General Terms and Conditions is applied. The Client shall not be entitled to a full refund under already executed and authorized payment operation, if he has given his consent to the execution of the payment operation directly to the Bank and the Bank or the beneficiary has provided or made available to the Client, the relevant information regarding the forthcoming payment operation in an agreed manner, not later than 28 days prior to the actual date of the payment operation.

III.8. ERROR RECTIFICATION

58. When the Bank of the Client, who acts as the payer, is responsible to him for any inaccurately performed payment operation, where the respective funds have been transferred by mistake to a third-party account /s having an IBAN (unique identifier), different from that, specified in Client's payment order/ or if it has credited beneficiary's account, with an amount, different from that, specified by the Client in the payment order, or when the Bank has debited Client's account with an amount, different from that specified by the payer in the payment order, or in case of double execution of an authorized payment operation, the Bank may request from beneficiary's bank an automatic corrective transfer from beneficiary's account, where the respective amount was incorrectly transferred, within 5 business days after the date, when the Bank has refunded the respective amount of the inaccurately executed payment operation to Client's account, but not later than one month, after being notified by the Client or in another manner of the inaccurately executed payment operation.

59. The Bank of the Client, acting as the beneficiary of the inaccurately executed or unauthorized payment operation, shall make a corrective transfer from beneficiary's account to payer's account, within 5 business days after receiving the request, as specified in the preceding article. The Bank shall not collect any fees and commissions for making the automatic corrective transfer.

60. In the cases, when – according to the provisions of this Section III.8. no automatic corrective transfer is made, the relations between the Bank and the Client shall be settled in accordance with the generally applicable legal regulations.

SECTION IV REMOTE BANKING

IV.1. GENERAL PROVISIONS. TERMS AND DEFINITIONS

1. The Bank provides payment services and the related payment instruments within the meaning of the PSPSA, through remote banking channels, as well, as these General Terms and Conditions govern the relations between the Bank and the Clients related to the use of remote banking channels, as well as the relations between the Bank and the persons, duly authorized by the Client to represent him before the Bank, with respect to the use of remote banking channels (referred to in these General Terms and Conditions „Remote Channel User/s”).

2. For the purposes of these General Terms and Conditions and the provision of payment services using the remote banking channels, the terms, listed below, shall have the following meaning:

“**Mobile banking**“ – a set of bank services, provided by the bank remotely, where the communication between the Bank and the Client is carried out through Bank’s information system and the respective specialized software applications, installed on Client’s terminal electronic communication device (smartphone, tablet etc.) or through a web-based remote banking application, optimized for mobile devices

“**Remote banking channels**“ (“**Remote channels**“) – means of remote communication between the Bank and the Client, and in the cases and within the scope, specified in these General Terms and Conditions, and for remote communication between the Bank and the Remote Channel User, for the remote provision/use of payment services, without the simultaneous physical presence of Bank’s authorized employee and the Client/ Remote Channel User. The Remote banking channels include: a) web-based application; b) online banking system; c) mobile banking or d) other channels with similar characteristics.

„**Electronic transaction authorization number (E-TAN)** – means a unique identification digital code for a single use, utilized in Bank’s remote banking channels by the Client or Remote Channel User for signing and sending electronic payment orders, instructions and other documents to the Bank. If the Client or Remote Channel User has specified E-TAN as a personalized security feature (E-TAN verification and verification of the identity of the Client/Remote Channel User) and/or for signing/confirming a payment operation or another instruction, the Bank shall send E-TAN, as a SMS or another type of message, to the mobile number, registered for the respective Client/Remote Channel User. Every Remote Channel User having active access to the remote banking channels is subscribed for “E-TAN“, but in order to use it, he must specify it as a personalized security feature. The Bank and the Client or the Bank and Remote Channel User, acknowledge that ”E-TAN” is an enhanced electronic signature and agree and acknowledge that in the relations between them, “E-TAN” shall have the legal effect of a handwritten signature.

“**Qualified electronic signature**” (**QES**) means enhanced electronic signature, generated by a qualified electronic signature generation device and is based on a qualified electronic signature certificate. The legal effect of the qualified electronic signature shall be identical to that of the handwritten signature.

“**Terminal electronic communication devices**” (“**Terminal Devices**”) - products or parts thereof, intended for connection to the interfaces of public electronic communication networks. The terminal devices, which may be employed to use mobile banking, are smartphones or other mobile Terminal Devices, as specified on Bank’s website.

„**Personalized security features for remote banking**“ are personalized characteristics, provided by the bank to the Client for the purposes of verifying his identity and/or verifying the authenticity, these include: username, password, QES, TAN, E-TAN PIN for mobile banking and other at Bank’s discretion.

„**PIN for mobile banking**“ – a code, registered by the Client or Remote Channel User, for confirmation of operations through Mobile banking. The Bank and the Client or the Bank and the Remote Channel User, acknowledge and agree that ”PIN for mobile banking” is an enhanced electronic signature and acknowledge that in the relations between them “PIN for mobile banking” shall have the legal effect of a handwritten signature.

„**Remote Channel User**“ - a person, duly authorized by the To represent him before the Bank when using payment services using the remote banking channels. The term Remote Channel User is not used as, and does not have the meaning of a User within the meaning of the PSPSA, unless specifically indicated otherwise in these General Terms and Conditions.

„**Online banking system**” is Bank’s information system, accessible online, employed by the Bank for the remote provision of payment and other services to the Client in accordance with these General Terms and Conditions.

“**Software token**” is a unique, personalized algorithm, used for encryption and signing of the orders (statements) to the Client when using mobile banking. The software token is only used for signing orders (statements) to the Bank and cannot be transferred from one Terminal device to another or be used for other purposes. It can only be activated upon entering a valid PIN for access to the respective specialized software application for mobile banking. When using Mobile Banking, the software token is utilized to create electronic signature within the meaning of the EDECSA, as in in the relations between them, the Bank and the Client or the Bank and Remote Channel User, acknowledge that ”**Software Token**” is an enhanced electronic signature and thus they agree to recognize the effect of the “ **Software token** ” as identical to that of a handwritten signature in the relations between them.

“**Server certificate**“ means enhanced electronic signature within the meaning of the EDECSA, issued to the Bank in accordance with the applicable legal regulations, by a certification service provider, used by the Bank to sign electronic statements and documents. In the relations between them, the Bank and the Client or the Bank and Remote Channel User, acknowledge that ”Server Certificate” is an enhanced electronic signature and thus they agree to recognize the effect of the “Server Certificate” as identical to that of a handwritten signature in the relations between them.

“**Web-based application for remote banking**“ – Bank’s information system, accessible online, employed by the Bank for the remote provision of payment and other services to the Client in conformity with these General Terms and Conditions.

“**Transaction authorization number**“ (**TAN**) – means a unique identification digital code for a single use, utilized in Bank’s Online Banking by the Client or Remote Channel User for signing and sending electronic payment orders to the Bank. The Bank

and the Client or the Bank and Remote Channel User, acknowledge and agree that “Transaction authorization number”/ „TAN” is an enhanced electronic signature and acknowledge that in the relations between them the “Transaction authorization number/ TAN” shall have the legal effect of a handwritten signature.

„**Remote Banking Instructions**“ – documents, related to process descriptions, descriptions of the performance of the necessary steps and actions by the Client/Holder/Remote Channel User, as well as security recommendations, which the Client/Holder/Remote Channel User must observe with the remote banking channels, available on Bank’s website: Security recommendations, User manual for the web-based application and User manual for the Online Banking. The Remote Banking Instructions also contain a description of the technical requirements applicable to the equipment and software, which the Client/Holder/ Remote Channel User must use when ordering payment operations etc. communication c the Bank in order to ensure protection against unauthorized payment operations when accessing the payment account and using payment instrument

IV.2. SERVICES PROVIDED.

3. Through the web-based application for remote banking the Bank provides the Client with access to the funds in his bank accounts with the Bank for using the payment and other services, including: opening of accounts (current, deposit, savings and other), payments in BGN and foreign currency in Bulgaria and abroad, buying and selling foreign currency, direct debit, operations with deposits and other accounts, payment of household and utility bills, regular orders and orders with future value dates, submission of requests for the granting of loans, submission of requests for the issuance of payment cards, and other payment instruments, management of Client’s funds in his accounts with the Bank by creating payment templates, sending instructions to the Bank with free-form text etc. Through the web-based application for remote banking, the Bank provides the Client also with the opportunity to receive statements and information regarding: the status and movements in his bank accounts, his liabilities towards the Bank, the applicable exchange rates, interest rates etc., creating a personal calendar of future payments, submission of signals for issues when using remote banking channels and complaints, related to the services, provided by Bank’s employees, tracing the current status of orders, requests, complaints etc., submitted to the Bank, storing of and providing the Client with access to the documents, signed by the Client, using the web-based application for remote banking, as well as the capability to trace their current status.

3. Through the Online Banking System, the Bank provides the Client with access to the funds in his bank accounts with the Bank for using the following payment and other services and in particular, to carry out the following operations: payments in BGN and foreign currency in Bulgaria and abroad, payment of household and utility bills, buying and selling foreign currency, direct debit, deposit operations (opening a deposit, increasing/decreasing the deposit, closing a deposit). Through the Online Banking System the Bank also provides the Client with access to information regarding the status and movements in his bank accounts, information regarding his liabilities towards the Bank, information regarding exchange rates, interest rates etc., as well as the capability for communication between the Client and the Bank, including submitting instructions in free-text form to the Bank.

4. Using the remote channel Mobile banking, the Bank provides the Client with access to information regarding the status and movements in his bank accounts with the Bank, information regarding his liabilities towards the Bank, information regarding exchange rates, interest rates and other reference information. The Mobile Banking also enables the Client to make electronic statements for ordering the execution of payment operations, to carry out other operations, as well as to communicate with the Bank.

5. The Bank may at any time and at its sole discretion: a) change, introduce new or additional personalized security features, for verification of the identification of the Client/Remote Channel User and/or for signing/confirmation by the Client/Remote Channel User and the Bank of electronic documents /payment operations and b) change the scope of the services, offered using the remote banking channels, as well as to prohibit their use with respect to individual accounts of the Client, in the cases of new features, introduced to the services, regulatory amendments, for security or other reasons at Bank’s discretion. The Bank shall notify the Client in due time and in writing, in printed or electronic form.

6. For signing payment operations through the remote banking channels, the Client/Remote Channel User shall use the personalized security features and authorization methods, approved by the Bank at that moment and proposed to and chosen by the Client/Remote Channel User.

7. Any and all payment and other operations, performed by the Client/ Remote Channel User, using Bank’s remote banking channels shall be subject to these General Terms and Conditions, the General Terms and Conditions of the deposit agreements, the General Terms and Conditions of the online deposit agreements, as well as remote banking Instructions.

IV.3. ACTIVATION AND USING THE REMOTE BANKING CHANNELS. OPENING A PAYMENT ACCOUNT ELECTRONICALLY. LIMITS. CLIENT’S OBLIGATIONS.

8. Access to the remote banking channels shall be provided based on Client’s express written request (Request) to the Bank, subject to the signing of a Framework agreement for remote banking and the strict compliance with the requirements, specified below. The Client may submit his Request to the Bank in person, in printed form at any of Bank’s offices/ branches or electronically, by completing an electronic form.

9. In the Request, the Client shall complete the following information: identification data regarding the respective natural person/legal entity, mobile phone number, usual address/ registered office (for legal entities), mailing address (if different from the usual residence/ the registered office), email address and client number (in the case of existing Clients of the Bank), as well as other information, required for the identification of the Clients within the meaning of the European and the Bulgarian legislation, including and for tax purposes.

10. When completing the Request, the Client must specify a valid email address, to be used for delivery of electronic statements

and documents, sent by the bank and a valid mobile phone number. The Client agrees that in the case of change of any of the data, specified in the Request, he shall notify the Bank accordingly. If the Client changes his e-mail address or mobile phone number, without notifying the Bank accordingly or if he has entered false or non-existent details, any and all messages, sent to the email address or mobile phone number, specified by the Client shall be considered received in accordance with the provisions of section III.3 of these General Terms and Conditions.

11. Submission of the Request using the web-based application for remote banking

11.1. The Client- natural person may submit the Request by completing an electronic form. During the initial registration and identification of the Client, who becomes a Client of the Bank for the first time, apart from the Request, the Client may also submit to the Bank a request for opening one or more payment accounts. The Bank shall not process Requests, submitted through the web-based application for remote banking by a proxy or by a client - legal entity/sole trader.

11.2 By completing the Request, attaching all the documents, as requested by the bank and by electronically signing the Request and all the attached documents, using QES and by sending this set of documents, using the web-based application for remote banking to the Bank, the Client submits his electronic statement. The statement is recorded on the Bank's servers and can be reproduced, thus it acquires the capacity of a signed electronic document within the meaning of the EDECSA. Prior to sending the statement to the Bank, the Client may freely and unlimitedly edit the information he has entered in the electronic Request form and the documents, attached thereto.

11.3. The risk of mistakes when submitting Client's electronic statement to the Bank lies solely with the Client, if such mistakes are not the result of technical failures of the web-based application for remote banking.

11.4. By the submission of the Request using the web-based application for remote banking, the Client agrees to accept electronic statements and documents by the bank.

11.5. When the Request or the enclosed documents are in a format, different from that, specified in the Remote Banking Instructions or the Client cannot be identified by the bank, if the Bank has not received satisfactory identity documents of the Client, the Bank shall send to the Client a notice, informing him that the received Request is not being processed and indicating the respective reasons for that. Any and all Requests and enclosed documents received which are subject to such a notice, shall be kept in Bank's information system as improperly received. The Bank may send a message to the Client, requesting additional information, documents, clarifications or instructions. The Bank may notify the Client that it shall not process the received Request and the attached documents, without having to explain its refusal.

11.6. After receiving the Request, upon identifying the Client and verifying the fulfilment of all the conditions precedent for the provision of access to the remote channels, the Bank shall send a notice to the email address, specified by the Client, containing Bank's electronic statement of acceptance of the Request. The Framework agreement for remote banking, signed by the Bank with a qualified electronic signature or server certificate, shall be placed at Client's disposal and stored in the web-based application for remote banking.

11.7. If, in his Request, the Client has also requested from the Bank the opening of one or more payment accounts and if all the conditions for opening the requested payment accounts have been met, together with or separately from the confirmation of reception, as specified in the preceding article, the Bank shall also send the Framework agreement for opening and keeping bank accounts and for the provision of payment services, signed by the Bank, along with information regarding the numbers of the opened payment accounts. The documents, signed by the Bank shall be sent to the Client in a form, enabling their storage and reproduction and shall remain accessible to the Client in the web-based application for remote banking.

11.8. The date, when the Framework agreement for remote banking and Framework agreement for the opening and servicing of the bank account and provision of payment services (if opening of a payment account is requested), signed by the Bank using a qualified electronic signature or server certificate, are made available to the Client /stored/ in the web-based application for remote banking, shall be considered the effective date of a valid Framework agreement for remote banking and their respective Framework agreement for the opening and servicing of the bank account and provision of payment services (if the Client has requested opening of a payment account), as in this case the parties shall consider Bank's registered office, as the place of signing the Agreement(s).

11.9. The Bank shall store all of the above electronic documents for the legally established documents storage periods.

11.10. Upon the submission of the Request using the web-based application for remote banking, the Client – natural person, acting as a user within the meaning of the Remote Provision of Financial Services Act /RPFSA/ and the Bank shall have all the respective rights and obligations, arising from the said Act.

11.11. Upon submission of the Request using the web-based application for remote banking, the Client – natural person, agrees and states that he has been duly informed by the Bank in advance, of the following:

- the rates and prices of the services, provided by the Bank, including any and all commissions, fees and expenses, related to the services, as well as any and all taxes, paid through the Bank, as such rates and prices of the services, provided by the bank, have been established or calculated in accordance with the Fees and Commissions Tariff and Interest Bulletin of the Bank and applicable regulatory framework in the Republic of Bulgaria, and these were made available for inspection by the Client;
- confirmation that the services, offered by the bank, are not related to instruments, involving specific risks, arising from their specificities or the operations, which are to be performed and the price of which depends on fluctuations on the financial markets, which cannot be influenced by the provider, and that the results, achieved up to this moment, do not allow making any reliable forecasts;
- that the information, provided in these General Terms and Conditions, shall remain valid until amended, in accordance with the

provisions to that effect, contained herein;

- that the methods of payment and provision of the services, provided by the bank remotely, are set out in these General Terms and Conditions and in the documents, indicated in art. 2 to section I of these General Terms and Conditions. The Client may request at any time from the Bank the provision in printed form of the agreement, the General Terms and Conditions and each and every one of the documents;

- that any and all additional expenses, to be incurred by Client, in relation to the use of the remote communication features, in using the remote banking channels, shall be at his sole expense;

- of his right to early termination of the Bank agreement signed, within 14 /fourteen/ days, starting on the contract signing date. This right shall only be applicable, if the Request for conclusion of the agreement has been submitted through a web-based remote banking application, as the Client shall send a notice, signed with a QES through the web-based application for remote banking, within 14 /fourteen/ days, starting from the date of signing the agreement, in the manner, detailed in the Remote Banking Instructions. The right to rescind the agreement, concluded with the Bank, shall not apply to the provision of currency exchange or other services, as specified in the provisions of the RPFSA. If the Client fails to exercise this right of rescission within the aforesaid period of time, as well as if the Client has expressly requested performance of the agreement, prior to exercising his right of rescission from the agreement, he shall assume any and all rights and obligations, arising from or related to the respective agreement;

- that when exercising his right to rescission of the signed agreement, in accordance with the requirements, set out above, and subject to the provisions of the RPFSA, the Client shall pay the Bank within 7 (seven) days, only the actually provided services, under the respective agreement;

- of the term of the agreement, as well as the methods for its early or unilateral termination, governed by the agreement itself. The framework agreement for remote banking shall not be limited in time;

- that upon submission of the Request using the web-based application for remote banking, as well as when the agreement is signed by the Client, using QES and by the Bank – by using QES or server certificate, the Bulgarian legislation shall apply and any and all disputes shall be referred to the competent bodies, in accordance with the RPFSA or the respective competent Bulgarian court;

- that the preliminary information, contained in the respective General Terms and Conditions and Framework Agreements of the Bank, are made available to the Client in Bulgarian, and upon his express written request to that effect – in English;

- that he may submit complaints to the Consumer Protection Commission, with respect to the agreement for provision of financial services remotely, within the meaning of the RPFSA, and he may receive all relevant information upon request from the bank or on Consumer Protection Commission's website (www.kzp.bg) or on the user support telephone line 07000 111 22 of the Consumer Protection Commission.

-that there is no guarantee fund or another similar method of compensation of the Client, apart from the Bulgarian Deposit Insurance Fund.

12. Submission of the Request at the Bank's offices/branches

12.1. The Client may submit the Request to Bank's offices/ branches after completing and signing the respective form.

12.2. When submitting the Request at Bank's offices/ branches, the Client may authorize one or more Remote Channel Users, to be able to operate on his behalf and at his expense, using the remote channels, with his respective accounts with the Bank, as in this case the Request shall also specify their identification data and their respective rights to represent the Client. The Remote Channel Users, entitled to dispose of Client's accounts, may only be persons, expressly authorized by the Client in a notarized power of attorney and such power of attorney shall also be deposited at Bank's desks.

12.3. Upon identification of the Client and his authorized Remote Channel Users and upon verifying the fulfilment of all conditions precedent to the provision of access to the remote channels, the Bank shall:

1/ conclude a Framework agreement for remote banking c the Client;

2/ activate the access to the remote channels by the deadlines, set out in art. 13 below;

3/ hand over personally to the Client and his authorized Remote Channel Users, the respective identification and authentication features, to be used in the relevant remote banking channels, if applicable, (username, password TAN etc., if any). Regarding the web-based application for remote banking, the Bank shall send to the Client at the e-mail address indicated, the self-registration form, where the Client may enter his preferred username, password and PIN for mobile banking. The form shall then be validated, using a unique code, received by SMS on Client's mobile phone number.

12.4. For using the remote banking channels, the Client and his respective authorized Remote Channel Users, after signing the Framework Agreement for remote banking, must register in order to access to respective remote channels, in the manner, specified by the bank.

13. Activation of the remote banking channels.

The Bank shall activate the use of a remote banking channel within 3 business days after:

-Receiving the Request, submitted to the Bank using one of the methods, indicated above;

-Acceptance by the Client of these General Terms and Conditions and the documents, specified in art. 2 of section I of these General Terms and Conditions, by the signing of the Request, performed by the Client/ Remote Channel User;

- Client signs the Framework Agreement for remote banking – personally signed by the Client and Bank's authorized employees in printed form or in electronic form, using QES/server certificate, and in case of opening a first account with the Bank and signing a Framework agreement for the opening and servicing of the bank account and provision of payment services in printed form or in electronic form, using QES/server certificate. The Client may only sign the framework agreements electronically, if using the

web-based application for remote banking and only with a QES. The signing of the framework agreements electronically by the Bank shall only be possible using the web-based application for remote banking with QES or a server certificate.

14. Registration for access to Remote channels

14.1. Upon submission at Bank's offices/ branches of the Request for access to the remote channels, the Client and the respective Remote Channel Users shall receive from the bank at the e-mail addresses, specified in the Request, an electronic link to the registration form for access to remote channels and an access activation code.

14.2. The Bank shall send to the Client at the specified e-mail address a self-registration form, where the Client may enter his preferred username, password and PIN for mobile banking. The form shall then be validated, using a unique code, received as an electronic message on the mobile phone number, specified by Client in the Request.

14.3. In order to access the Mobile Banking, apart from registration, as specified in the preceding article, it is necessary that the Client has a terminal device with the required technical characteristics and operating system, allowing the installation and normal functioning of the specialized software application for mobile banking, as specified on Bank's Website, and that he installs on his terminal device such software application and ensures proper connectivity of the terminal device used, with a mobile network, in a manner allowing the Client to use mobile telephone services and data transmission services through a mobile network.

15. Upon activation of the access to the remote banking channels, the Client shall obtain access to all of his accounts and deposits with the Bank through all available remote channels, in accordance with Client's right of access. Each and every newly opened account or deposit will automatically become accessible to the Client through all remote channels, in accordance with Client's access rights. The rule, pursuant to the preceding sentence, shall not apply with respect to the banking through the Online Banking System, as that system shall give the Client access solely to specific accounts for online access, as specified in his respective Request, as well as to the deposit accounts, opened through the Online Banking.

16. Limits in the remote banking channels

16.1. The Client and his authorized Remote Channel Users, may order payment operations and sign other instructions using the remote banking channels up to specific limits, set by the bank limits with respect to the operations with Client's accounts Client within a single calendar day.

16.2. The specific limits for Clients individuals and legal entities, regarding banking using the remote banking channels, are set in Bank's Tariff. These limits can be changed at any time unilaterally by the Bank's at its sole discretion, for security reasons with respect to the Clients, as such change shall become effective 5 business days after the date, when the bank sends a notice to the Client using a remote banking channel.

16.3. The Client or Remote Channel User may request a change in the daily limits, set by the bank or a change to the limit of a certain Remote Channel User, by signing and submitting at Bank's desks a declaration, based on a template, provided by the Bank, expressly indicating the reasons, necessitating such a change to Bank's standard limits.

17. Client's obligations

17.1. The Client and the Remote Channel Users shall declare that they are aware of and shall use the remote banking channels in strict compliance with the provisions of the Framework Agreements signed, these General Terms and Conditions and Bank's Remote Banking Instructions.

17.2. Without this list being exhaustive, the Clients and Remote Channel Users, declare that following cases shall constitute breaches of their obligations, as per art. 75 of the PSPSA and are cases of gross negligence:

1/ when, due to Client's/Remote Channel User's failure to observe the Remote Banking Instructions, a third party acquired personalized security features of the Client/Remote Channel User, used to sign electronic documents and order payment operations;

2/ when the unauthorized payment operation is performed on a computer, situated in the home, office or another terminal device, controlled by the Client/Remote Channel User; when the unauthorized payment operation was performed from a computer/terminal device, infected by a virus, spyware or the Client has provided his authentication features for the activation of a phishing attack;

3/ when the unauthorized payment operation was signed by TAN, E-TAN, QES or PIN for mobile banking;

4/ when the Client/Remote Channel User has failed to use the protected remote banking channels, detailed in the Remote Banking Instructions, and has visited a "phishing address";

5/ other cases, different from those, detailed above;

17.3. The Client and the Remote Channel User shall have all the relevant obligations, according to these General Terms and Conditions, and more specifically those, pursuant to section III.4 and shall be fully responsible and liable for any and all actions, performed by them or third parties, through the use of any devices and/or personalized security features. In the cases, when the Client or Remote Channel User has granted access to any of the aforesaid devices and/or personalized security features to any third parties, in the relations with the Bank any and all actions, performed by such third parties, through the use of the said device and/or features shall be considered actions, performed by the Client or Remote Channel User and the latter shall be held fully responsible and liable for any and all consequences of such performance.

17.4. The Client or Remote Channel User, who have received from the bank automatically generated temporary password, must change such password during the very first access to the respective remote banking channel.

17.5. In case of forgotten password and/or username, and/or loss/theft of the active list of TANs, or the PIN for mobile banking, as well as in case of suspicion of unauthorized access to the username, TANs, password or mobile device for remote banking, the Client may request in writing from the Bank to recover the forgotten username and reset the password and/or generate a new list of TANs, subject to being identified, as specified in these General Terms and Conditions. The change to the Mobile banking PIN

may only be performed using the web-based application for remote banking, and only for the users with active access.

17.6. When the Client has appointed one or multiple duly authorized Remote Channel Users, each one of them shall use a separate individual feature for identification and signing documents (QES, TAN, E-TAN etc.).

17.7. One natural person may authorize the Remote Channel User of multiple Clients (legal entity/natural person).

18. The Bank shall ensure the use of the offered remote banking services for specific, supported operating systems and browsers and in accordance with the specific technical requirements, applicable to the software, published on Bank's webpage for access to the remote banking channels. The use of any other operating systems and browsers, different from those, published, shall be considered gross negligence by the Client/Remote Channel User and will give rise to his liability, in accordance with the PSPSA.

IV.4. IDENTIFICATION, ACCESS RIGHTS, CONFIRMATION OF THE ELECTRONIC PAYMENT STATEMENTS.

19. The identification of the Client and the Remote Channel Users of banking through remote banking channels and the confirmation of the electronic payment statements shall take place in one of the following manners:

1/ **for the Online Banking System** - through entering both the username and password for access, and in the case of sending/confirmation of the electronic payment orders and instructions for payment, by also entering a unique TAN. The electronic entering of the TAN from the list, provided to the Client/Remote Channel User has the legal effect of a valid statement of will. By using the TAN, the messages, sent by the Client/Remote Channel User are verified for authenticity, the identity of the Client/Remote Channel User is verified, his consent to the electronic statement/permission of the payment operation/ is also verified and the content of the electronic payment order is protected.

2/ **for the web-based application for remote banking:** a/ for reference information - through entering both the username and password for access and b/ for sending/confirmation of the electronic payment orders, instructions for payment to the Bank and statements for using products and services, offered remotely by the bank – through their signing, using QES or E-TAN. The electronic entering of the E-TAN by the Client/Remote Channel User has the legal effect of a valid statement of will, signed in signer's own hand. By using the QES or E-TAN the messages, sent by the Client/Remote Channel User are verified for authenticity, the identity of the Client/Remote Channel User is verified, his consent to the electronic statement/permission of the payment operation/ is also verified and the content of the electronic payment order is protected.

3/ **for mobile banking:** a/ for reference information - through entering both the username and password for access and b/ for performing/confirmation of the operations – the PIN for mobile banking or E-TAN.

4/ For other remote banking channels, introduced by the bank – in the manner, detailed in the respective applicable instruction.

IV.5. EXECUTION OF PAYMENT ORDERS.

20. The Client and/or Remote Channel User shall have access to the respective remote banking channels 24 hours a day, 7 days a week.

20.1. The Bank shall accept for execution the payment orders from the remote banking channels /except as specified below for the Online Banking/ until the officially announced time for ending the acceptance of the payment orders, as after such times, the payment orders shall be considered deposited with the Bank on the next business day and processed in accordance with the business hours of the payment systems, accessible by the Bank and used for the provision of payment services. The Bank shall notify the Client of the status of each payment order, submitted through the remote banking channels, using the respective Remote Channel.

20.2. The Bank shall execute and account the transactions received through the Online Banking System in the period 8.30 through 15.00 h, from Monday to Friday (excluding any official holidays in the Republic of Bulgaria).

21. The data, obtain electronically by the bank shall have the legal effect of valid written statements of will, binding the Client, as if personally signed by the Client/Remote Channel User in his own hand. By accepting these General Terms and Conditions, the Client shall be considered to acknowledge and agree that the Bank may store in log-files certain data regarding the traffic and the IP address of the Client and Remote Channel User, as well as any other information, necessary to identify the Client/Remote Channel User and reproduce the electronic statements/documents, sent by the Client/Remote Channel User to the Bank in relation to the order for payment and other operations. The information and documents, collected in this manner, may be used by the bank in case of any legal disputes and for the fulfilment of other regulatory obligations of the Bank, and it may also be disclosed by the bank to the relevant competent authorities in case of suspicion of unlawful use of the payment instrument and in case of suspicion of money laundering, funding terrorism and/or performing operations with money of criminal origin.

22. A payment order or another instruction, received by the bank in the form of electronic statement through any of the remote banking channels, shall be considered received with its entry into Bank's accounting system, servicing Bank's remote banking channel. The contents and time of entry of the electronic statement in Bank's accounting system shall be determined, based on the operating logbook, kept by the bank.

23. In the cases, when - according to the applicable legislation - the Client/ Remote Channel User is required to submit a written explanation, additional information and/or documents for performing the operation, stated in an electronic payment order, the Client/ Remote Channel User shall provide the Bank by email or another method, satisfactory for the Bank, any and all necessary documents, evidencing the reasons for the operation.

24. If an ordered payment or operation cannot be executed, the Bank shall immediately notify the Client/ Remote Channel User accordingly – by phone or in writing, by a message to the respective email address or through any of the remote banking channels.

25. The Client may only revoke an electronic statement, already sent electronically, if the operation has not yet been executed by the bank (in the cases of a payment order - the account to the Client has not been debited). The revocation shall take place by the Client/ Remote Channel User depositing to Bank's office/branch or by sending, using a remote banking channel, a statement

to the Bank, containing an express request for cancellation of the transaction, signed by a duly authorized proxy.

26. For the operations, performed using the remote banking channels, the Client shall pay the Bank the relevant fees and commissions, according to its Fees and Commissions Tariff.

27. After accounting the payment operation, ordered using a remote banking channel, the Client, using the remote banking channels, may monitor and control in real time the status of the operation, the movements in his accounts, as well as the amounts of the collected fees and commissions. At request, the Client may receive from the bank a certified copy of the payment document, received and processed using a remote banking channel.

IV.6. NOTIFICATION. BLOCKING. LIABILITY. OBJECTIONS

28. The rules and conditions, regarding the notification of unlawful actions when using a remote banking channel, of unauthorized or inaccurately performed payment operations, the blocking of a payment instrument and payment account and Parties' liability are set out in sections III.4, III.5, III.6, III.7 and III.8 of these General Terms and Conditions.

29. The Bank shall block the Client's/User's access to the remote banking channel in the cases and according to the rules, detailed in section III.4:

30. The Client/ Remote Channel User may submit written objections with respect to the use of the payment instrument- remote banking channel and the performance of unauthorized or inaccurately performed payment operations through a remote banking channel in accordance with the provisions and conditions of these Section VIII of these General Terms and Conditions.

31. The Client declares that he agrees that any and all telephone conversations with the remote customer support centre shall be recorded and stored by the bank, further declaring that he has been notified that in case of disputes, the Bank may use such recordings as evidences.

SECTION V. CASHLESS PAYMENTS OF HOUSEHOLD AND UTILITY BILLS AND BILLS FOR OTHER SERVICES

V.1. GENERAL PROVISIONS. Terms and definitions.

1. These General Terms and Conditions govern the rules, terms and conditions, applicable to the provision by the Bank to the Client, of the capability for performing cashless payments of household and utility bills and bills for other services, as well as the capability for subscription for automatic execution of such payments. When using such services, the Client agrees to strictly comply with the provisions of these General Terms and Conditions, Technical Service Manual is detailed in the Remote Banking Instructions, "Payment of Utility Bills" Part, available on BACB's website.

2. The terms, listed below, shall have the following meaning:

"Vendor" shall mean a person, providing utility and other services, party to an agreement with "EPAY" AD and „EASYPAY" AD and accepting online payments through „EPAY" AD's and „EASYPAY" AD's system. "ePay.bg" is an online payment system, involving data exchange, related to payments of utility bills and bills for other services.

"EPAY" AD is the operator of the "ePay.bg" system.

"EASYPAY" AD is a payment institution within the meaning of the PSPSA, licensed by the BNB and providing payment services.

3. The Bank provides the Client with the opportunity to make cashless payments of household and utility bills and bills for other services to Vendors, parties to contracts with EPAY AD and EASYPAY AD.

4. The Bank shall receive information regarding the amounts, payable by the Client for household, utility bills and bills for other services through the ePay.bg system. The payment of such bills through the Bank shall only be possible regarding client's debts to Vendors, parties to contracts with EPAY AD and EASYPAY AD. The provided information is received by the Bank, as provided by EPAY AD and the Bank may not be held responsible for its reliability and accuracy, including in case of inaccurate information, provided by the Vendor to EPAY AD regarding Client's liabilities. EPAY AD provides the Bank with real-time information regarding the amount, specified by the respective Vendor, regarding Client's liabilities.

5. The Bank undertakes to use any information received, related to Client's liabilities and payments to the Vendors, only for the purposes, subject matter of these General Terms and Conditions.

6. The payments, ordered with respect to the household and utility bills of Bank's Client, are made through the agency of EASYPAY AD, as the relevant amounts are transferred to a special /protected/ account of EASYPAY AD, opened with the Bank, based on and pursuant to the provisions of an agreement between the Bank and EASYPAY AD, in accordance with the provisions of art. 23, para. 2 of the PSPSA. The Bank agrees to credit EASYPAY AD's account with amounts, paid by the Bank's Client to the respective Vendor, as the value date will be the value date of Client's payment order, as the Bank shall send a confirmation to the EPAY AD for the payment made.

7. Upon the making of a payment by the Client to the Vendor, confirmed by the Bank as "paid":

a/ EASYPAY AD shall transfer the amounts, paid by the Client to the Bank, to the account of the respective Vendor under the terms and conditions, set out in an agreement, signed between EPAY AD, EASYPAY AD and the Vendor and

b/ EPAY AD shall transmit to the respective Vendor a confirmation of the successful payment to his benefit, in the manner and according to the terms and conditions, set out in the agreement, concluded between EPAY AD and the respective Vendor.

The Bank may not be held responsible or liability to the Client for the accurate performance of EASYPAY AD's and EPAY AD's obligations, detailed in items a/ and b/ above.

8. From the moment of crediting EASYPAY AD's account with the Bank, with the amount, originating from Client's account with the Bank, the latter shall not be responsible and liable for the endorsement (crediting) of the accounts of the respective Vendors, by EASYPAY AD. The Bank is not a party to the agreements between EPAY AD, EASYPAY AD and the Vendors and shall not

be responsible to the Vendors for any payments, which are not received. The Bank shall be liable in case of non-performance or delayed performance of its own obligations, set out in art. 6 of this section.

9. If the Client notifies the Bank in writing that he has made due payment to the Vendor, but such payment has not been recorded by the Vendor as received, the Bank shall immediately undertake all reasonable steps to clarify the issue, through the agency of EASYPAY AD and EPAY AD. The Bank shall promptly notify the Client of the outcome of such investigation.

10. If a sanction (fine, penalty, etc.) is imposed on the Client, due to non-performance or delayed performance of EASYPAY AD's obligation as per art. 7, item a/ above, EASYPAY AD shall pay the Bank a compensation at the full amount of the sanction (fine, penalty) imposed on the Client, pursuant to an Agreement, signed between EPAY AD, EASYPAY AD and the Bank, and upon receiving that amount, the Bank shall transfer it to Client's account with the Bank.

11. In case of culpable non-performance or delayed performance of EPAY AD's obligations as per art. 7, item b/ above, if a sanction (fine, penalty, etc.) is imposed on the Client, in accordance with the provisions of the agreement between the Client and the respective Vendor), EPAY AD shall pay the Bank, a compensation to the full amount of the imposed sanction (fine, penalty etc., in accordance with the provisions of the agreement between the Client and the respective Vendor) pursuant to the Agreement between EPAY AD, EASYPAY AD and the Bank. Upon receiving that amount, the Bank shall transfer it to Client's account with the Bank, together with any and all amounts, received from EPAY AD, as interests, compensations etc. /if any/.

V.2. CASHLESS PAYMENTS OF HOUSEHOLD AND UTILITY BILLS AND BILLS FOR OTHER SERVICES THROUGH THE REMOTE BANKING CHANNELS.

12. The Bank enables the Client, using the remote banking channel, to register subscriber/other numbers, for which the Client wishes to receive up-to-date information regarding the respective amounts, payable to the Vendors, with whom EPAY AD and EASYPAY AD have signed agreements, and the Client may subsequently, at his discretion, order the payment of all or part of such liabilities.

13. The Bank maintains a list of Vendors, providing utility and other services, the liabilities (bills) to whom can be monitored and paid. The list is updated on a daily basis. The information regarding the liabilities (bills), paid in accordance with the provisions of these General Terms and Conditions, is updated, based on a request, submitted through the remote banking channels. When a Client creates a subscription, the name of the liability (bill) (entered by the Client), its type (vendor, providing the service), subscriber number, period, amount and details, are detailed. Upon the payment of liabilities (bills), the Client chooses from among the list of subscriptions, one or more bill and signs the respective payment, using his active personalized security feature.

14. The Client manages the list of subscriptions – choosing the account to be used for the payment of the liability, name of the subscription, as well as deleting a subscription from the list.

V.3. SUBSCRIPTION FOR AUTOMATIC PAYMENT OF UTILITY BILLS AND BILLS FOR OTHER SERVICES.

15. The Client may sign with the Bank, an Agreement for automatic payment of utility bills and bills for other services /referred to hereinafter as the "Agreement"/, based on which it shall order the Bank to automatically pay, on his behalf and at his expense, the respective utility bills and bills for other services, to service providers, specified by the Client, regarding subscriber numbers, specified by the Client. In that Agreement, the client shall specify:

a/ his current accounts with the Bank, to be used for the payment of utility bills and bills for other services, for which the Client wants to subscribe for automatic payment. The Client also specifies the priority of the debiting the respective accounts.

b/ Service providers, the bills for whose services the Bank shall pay automatically when received, on behalf and at the expense of the Client. The Client shall also specify the priority of payments by subscriber numbers, which the Bank shall observe, when making the actual payments within a single business day.

c/ Subscriber numbers, reflecting bills, which the Client orders the Bank to pay automatically to the respective providers when received.

d/ The validity period of the consent for automatic payment of the bills, based on the respective subscriber number, to the respective provider.

e/ Instructions on whether the entire amount, payable to the respective provider is to be paid, or the bill should only be paid, if it is below a maximum level, predefined by the Client, for a single payment;

f/ Whether or not he wants SMS or e-mail notifications to his preferred telephone number /email address and in which cases: received bill for a liability towards a certain provider; unsuccessful attempt for the payment of a bill and/or successful payment of a bill.

16. The agreement may be amended at any time at Client's request, with view of the parameters, detailed in the preceding article: change/introduction of new accounts to the Client, change/introduction of new service providers, change/introduction of new subscription numbers, change in the validity period of the consent, introduction of a new/different maximum payment amount, change to the method and in events, prompting notifications to the Client, change in the order of debiting the accounts, change in the priority of the payment, as compared to other bills, change in the telephone number and email address for the notifications etc. These changes are made at Client's request, as the Client and the Bank shall sign a new Agreement and the Client shall pay the fees, set out in Bank's Tariff.

17. In case of automatic payment of bills, from an account in a foreign currency, the currency exchange shall take place at the buy/sell rates of the Bank for the respective date of the exchange.

18. Automatic payment of utility bills and bills to other providers.

Every business day the Bank shall receive from EPAY AD information, regarding Clients' bills, based on the subscriber numbers, specified by the Client, with respect to the relevant providers and the Bank shall proceed as follows:

1/ If the Client has stated in the Agreement his request to pay the entire amount, payable to the respective provider, regarding a certain subscriber number and the balance in Client's account, to be used for automatic payment of the respective bill, is sufficient, the Bank shall debit Client's respective account with the amount of the bill and transfer that amount to EASYPAY AD's account with the Bank, according to art. 23, para. 2 of the PSPSA. If the balance in Client's respective account, intended for automatic payment, no such payment shall be made. The Bank pays the respective bills, following the priority order, set by the Client in the Agreement, with respect to the order of debiting of the accounts and the order of bills to be paid per subscriber numbers. Upon completing a transfer, the Bank shall automatically debit Client's account with the amount of the applicable fee, according to Bank's Tariff.

2/ If the Client has stated in the Agreement that the respective bills are only to be paid, if these are below a specified maximum amount, and the respective bill is lower or equal to such maximum level, and the balance in Client's account is sufficient for making the transfer, the Bank shall debit Client's respective account with the amount of the bill and transfer the respective amount to EASYPAY AD's account with the Bank. If the Client does not have sufficient balance in any of his accounts, intended for the relevant automatic payment, no such payment shall be made. The Bank shall pay the respective bills, following the priority order, set by the Client in the Agreement, with respect to the order of debiting of the accounts and the order of bills to be paid per subscriber numbers. Upon completing a transfer, the Bank shall automatically debit Client's account with the amount of the applicable fee, according to Bank's Tariff.

3/ A If the Client has stated in the Agreement that the respective bills are only to be paid, if these are below a specified maximum amount, and the respective bill is higher than such maximum level, the Bank shall not make payment for the respective bill.

The Bank carries out payments of utility bills and bills for other services on a daily basis, according to these General Terms and Conditions.

19. SMS and email notifications to the Client.

The Client may state in the Agreement, that he wants to receive SMS or email notifications from the bank, at his preferred telephone number or email address, in the occurrence of any of the following events:

- a/ received bill for a liability towards a certain provider;
- b/ unsuccessful attempt for the payment of a bill and/or
- c/ successful payment of a bill.

The Bank shall charge each notification, to Bank's Tariff and the total amount of the fees payable for the notifications shall be automatically collected from the Client at the end of the month. If the Client fails to provide sufficient availability in any of his accounts, to cover the payable notification fees, the Bank shall automatically discontinue any notifications to the Client.

20. At any time the Client may unilaterally terminate the Agreement before its expiration, if the Client has no liabilities towards the Bank under the currently effective Agreement, by submitting a written termination request at Bank's desks with respect to the Agreement. The termination of the Agreement shall become effective on the date, following the date of registration of the termination at the Bank.

21. At the end of the day, on the date of expiration of the consent for payment of utility and other bills, under the Agreement, the Bank shall cease to monitor Client's bills, related to the respective payment consent under the Agreement.

SECTION VI ISSUANCE AND USE OF INTERNATIONAL DEBIT CARDS

VI.1. GENERAL PROVISIONS. Terms and definitions.

1. These General Terms and Conditions govern and the rules, terms and conditions governing the issuance, use and servicing of international debit cards V PAY, MASTERCARD STANDARD, MASTERCARD GOLD AND VISA BUSINESS by the bank (referred to hereinafter as the "Card" or "Cards"), as well as the relations between the Bank and the Client/Authorized User with respect to the issuance, use and servicing of international debit cards, issued by BACB.

2. For the payment services, provided by the Bank, regarding the issuance, use and servicing of debit cards, as specified in this Section, the Bank and the Client shall sign a Request-Agreement for issuance of a bank card, which shall act as a Framework agreement within the meaning of the PSPSA. If the Request-Agreement, concluded between the Bank and the Client, contains provisions, different from these, set out in these General Terms and Conditions, such differing provisions shall prevail.

3. The international cards MASTERCARD STANDARD, MASTERCARD GOLD AND VISA BUSINESS are intended for performing operations in Bulgaria and abroad, while the V PAY cards are intended for performing operations in Bulgaria and Europe, as well as at all terminal devices /ATM and POS/ around the world, which support chip cards (contact and/or contactless operations), in accordance with VISA's and MasterCard's standards. The cards may be used for performing operations at terminal devices, labelled with the trademarks of the respective card - V PAY, MASTERCARD and VISA, as the Bank agrees to perform, as requested by the Authorized User, the following operations:

- payment for goods and services and receiving cash at POS terminals;
- payment for goods and services, as well as transfer between accounts through virtual online POS terminals and online payment for goods and services through the online payment systems;
- cash withdrawal at ATMs;
- payment for services at terminal ATM devices;
- transfer between payment accounts, payment for services and transfer /order/ of amounts, based on the CashM service at ATMs

in Bulgaria, if the respective card operators and the respective banks, operating the ATMs, have provided the necessary technical capabilities for that;

- Reference and other payment and non-payment operations;

4. The Bank may extend or limit the scope of the services, which may be provided through the Card; as well as to change the conditions, incl. fees, interests and commissions, based on amendments to the applicable legislation, for security reasons or due to improvements in the respective service. The Bank shall notify the Clients of the new services and special rules and conditions for their use, publishing them on Bank's website, and it shall not be liable for any damages suffered or for any lost profit, due to the limitation of the scope of services. If, as a result of the change in the conditions, the fees, interests and commissions are increased, the Bank shall notify the Client accordingly, not later than two months, prior to the effective date of such changes, in accordance with the provisions of section VII of these General Terms and Conditions.

5. The Bank agrees to make payments to the account, where all the Card operations are effected, under overdraft conditions, if this is expressly agreed between the Parties in a separate Agreement-

6. The terms, listed below, shall have the following meaning:

“Dynamic password for online payments“ is a combination of 6 digits, generated by Borica AD and provided to the Authorized User by sending a free SMS from Borica AD to Client's preferred mobile phone number, used as additional identification of the Authorized User and confirmation of the transactions with online vendors, participating in the Verified by Visa and MasterCard SecureCode programmes. For every transaction, made by the Authorized User, requiring a dynamic password, Borica AD shall generate and send an SMS with a different combination of digits, only valid for the respective 4-digit purchase number, shown on payer's screen and in the SMS, for a total of 15 minutes. When using the “Dynamic password for online payments“, BACB's Terms and Conditions for using the „Dynamic password for online payments“ service with a bank card apply, and these are available on BACB's website.

“Additional Card“ is a card, issued to the Authorized User of an Additional Card, connected to Client's current account to the Client. The Authorized User of the main card and the Authorized User of the Additional Card jointly use the available balance in the account. At Client's request, the Additional Card may also be issued to a separate current account, held by the Client.

„The Authorized User“ shall be a fully able natural person of full legal age, a Bulgarian national or a foreign natural person. The Authorized User shall be: i) Client - natural person – account holder or the legal representative of the Client-legal entity account holder, when the main card is issued to such account; or ii) another natural person (Authorized User of the Additional Card), specified by the Client in the Request-Agreement for the issuance of a debit card.

„Authorized User of the Additional Card“ shall be: i) a fully able natural person of full legal age, a Bulgarian national or a foreign natural person; or ii) a natural person, at an age of at least 14 years, Bulgarian national or a foreign natural person, at an age of at least 14 years, as specified by the Client, who is the parent or guardian of the respective person, aged between 14 and 18 years, in the Request-Agreement for the issuance of a debit card.

“Main Card“ is the card, issued to the Client, in relation to a current account, of which the Client is the holder, incl. and payment account for basic operations.

“Personalized security features of the payment instrument-payment card“ - passwords and security codes for online payments, payments at POS and ATM, such as: PIN, CVV2, CVC2, MasterCard Secure Code, Verified by Visa.

„Account“ or **„the Account“** for the purposes of this section means a current bank account, opened with the BACB, in any of the following currencies: Bulgarian leva /BGN/ or Euros /EUR/ or US Dollars /USD/, as well as payment account for basic operations within the meaning of the PSPSA in Bulgarian leva /BGN/ to the name of the Client, having one or multiple Cards issued in relation to that amount, where all the operations, performed with the Card/s shall be charged and recorded, and the principal shall be repaid (only applicable if an overdraft to Client's account has been negotiated in advance), the interests and other fees, payable by the Client. The availability on the account shall not be blocked for card-use only.

VI.2. ISSUANCE OF THE MAIN AND THE ADDITIONAL CARD.

7. At the request of the Client-natural person, the Bank shall issue the Main Card, in relation to Client's current account (incl. payment accounts for basic operations), and the Bank and the Client shall sign a Request-Agreement for the issuance of a debit card to that effect, subject to the acknowledgement and acceptance of these General Terms and Conditions. At the request of the Client-legal entity or sole trader and based on the Request-Agreement for issuance of a business debit card, concluded between the Bank and the Client, the Bank shall issue a business debit card VISA Business (business debit card), in relation to Client's current account, to the name of the Authorized User: natural person-Client's legal representative.

8. At Client's request the Bank shall issue to that account additional debit cards/additional business debit cards, to the name of the Authorized Users of the Additional Cards, specified by the Client in the Request-Agreement for the issuance of a debit card. By using the additional cards/additional business debit cards The Authorized Users of the Additional Cards may dispose with funds in Client's account and/or up to the amount of the overdraft, if an overdraft has been agreed, within the transaction limits, as the Client gives his express consent to that effect. The Bank identifies the Authorized Users of the Additional Cards according to the provisions of these General Terms and Conditions. The Authorized Users of the Additional Cards sign the Request-Agreement for the issuance of a debit card.

9. The issuance and use of the Additional Cards shall take place entire at the risk and liability of the Client. The Client assumes the responsibility and liability for all the actions, performed with the Additional Card. All the operations, performed with the Additional Card and the fees, principal amounts /if an overdraft is permitted/ and interests charged thereon, as well as any other liabilities, related to operations ordered by the Authorized User of the Additional Card shall be valid and these shall be at the

expense of the Client- Account Holder.

10. Each and every card, issued by the Bank is personal and is only issued to a natural person- Authorized User.

10.1. The Bank issues bank payment cards, based on a power of attorney, in the following cases: if a Request-Agreement is submitted to the Bank by a person, duly authorized by the Client, as such a person is authorized, pursuant to a notarized power of attorney as in this case the bank payment card is issued to the Client or the proxy, depending on the provisions of the power of attorney. A duly authorized proxy shall only be entitled to receive the issued payment card, if the respective notarized power of attorney, contains specific wording, authorizing the proxy to receive the payment card.

10.2. The Bank reserves its right to refuse the issuance of a card, despite properly completed and signed Request-Agreement for the issuance of a debit card, without explaining the reasons why

11. 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.

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

11.2. The Bank shall submit the Card and the PIN thereto personally to the Authorized User within 10 days of signing the Agreement.

11.3. The Card shall be submitted to the Authorized User in one of the following ways: (i) by courier to an address stated by the Authorized User in the Request-Agreement for the Issuance of a Card or (ii) in an office of the Bank indicated in advance in the Request-Agreement for the Issuance of a Card;

11.4. The PIN shall be submitted to the Authorized User in one of the following ways: (i) in a sealed envelope, via courier, to an address specified by the Authorized User in the Request-Agreement for the Issuance of a Card (for security reasons the PIN 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-Agreement for the Issuance of a Card in advance; or (iii) via SMS message to the telephone of the Authorized User set out in the Request-Agreement for the Issuance of a Card.

11.5. The Bank may submit the Card and the PIN to the Authorized User in a way other than the above described, provided that it meets the security requirements of the international organizations VISA and MasterCard.

12. The Card shall not be active at the time of the receipt of the Card and the PIN by the Authorized User. To activate the Card the Authorized User 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 and verification 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-Agreement, the card shall be activated. The Bank recommends to the Authorized User of the Main or Additional Card to change the PIN at an ATM terminal device immediately after receipt and activation of the card by the Authorized User. The PIN may be changed at any time by the Authorized User 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.

12.1. If the Authorized User forgets his PIN, the Bank shall issue a new card with a new PIN at the Authorized User's request. The new Card and the new PIN shall be submitted to the Authorized User within 10 days in compliance with the procedure set out in art. 11.1 and art. 11.2. above. For the issuance of the new Card and the new PIN the Authorized User shall pay to the Bank a fee in accordance with the Tariff.

12.2. For security reasons the Authorized User shall be obliged to use a ball-point pen to lay his signature on the signature stripe on the back of the card upon receipt of the Card. (this is not applicable and not valid for VPAY cards).

13. 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 shall be obliged to return it to the Bank.

14. The name of the Authorized User, according to his ID (and the name of the legal entity or sole trader in the case of the business debit cards) – in Latin letters, 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 his name the Client/Authorized User, he shall be obliged to file a request for the re-issuance of the Card, paying a fee in accordance with the Tariff.

15. For performing remote payment operations, using payment cards, the Bank provides the Authorized User with personalized security features, different from the PIN, which meet PSPSA's requirements for thorough verification of payer's identity. In order to ensure maximum security of the online card payments, the Bank shall provide the Authorized Users with automatic registration for the service - „Dynamic password for online payments“ (3D Secure for MasterCard and Verified by VISA (VbV) for VISA cards).

15.1. The Dynamic password for online payments shall be generated for every payment to a vendor, registered in the 3D Secure and Verified by VISA programmes, and a free of charge SMS shall be sent to the telephone number, specified by the Authorized User. In the process of online card payment, apart from the card details, the Authorized User enters also the „Dynamic password for online payments“, received as an SMS, thus eliminating any risk of online misuse. BACB's Terms and Conditions for using the “Dynamic password for online payments“ service with a bank card, available on BACB's website, shall apply the use of the “Dynamic password for online payments“.

15.2. By signing the Request-Agreement for issuance of the debit card, the Client gives his consent that Borica AD sends by SMS, to a mobile phone number of his choice, Dynamic passwords for online payments for transactions, involving online payments;

16. In his account the Client shall always maintain a minimum balance, set out in Bank's Tariff.

17. The Bank may automatically close the account, if the card is not received by the Authorized User and no operations are

performed with the account for a period of three months, and subject to there being no funds in the account.

18. The Bank shall provide the Client- natural person (user within the meaning of the PSPSA) a written monthly Account Statement as a hard copy, regarding the previous period, in accordance with the provisions of Section III.3 of these General Terms and Conditions.

If the Bank does not receive a written objection from the Client-natural person (user within the meaning of the PSPSA) within 45 days of the date of receiving the Account Statement, according to the provisions of Section III.3 of these General Terms and Conditions, it shall be assumed that the Holder has received and approves the reporting documents. Any notification of the Bank after the expiration of this period shall be considered unjustified.

VI.3. TERMS OF USE. AUTHORIZED USER'S OBLIGATIONS

19. The Card shall only be used personally by the Authorized User, in accordance with the terms and conditions for its issuance and use, subject to the compliance with the relevant security measures and the provisions of these General Terms and Conditions. The Card may not be lent, transferred or provided to third individuals in any way. The number of the Card, embossed on its face, and the additional security code (CVC1/CVV2), printed on the back, should not be provided to third individuals, except in transactions under art. 22.2 below in VI.4.

20. With the use of the Card at terminal device (ATM and POS) through the placing/sliding/touching in / through the device, (contact/ and/or contactless operations), 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, the Authorized User shall identify and certify the authenticity of the respective transaction, shall give his 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.

21. The Client/The Authorized User agrees:

21.1. to take all reasonable actions to protect the personalised security features of the Card by:

a) 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;

b) keeping his PIN, additional security code (CVC2/CVV2) and Dynamic password for online payments secret and taking all measures necessary to prevent third individuals from finding it/them out. The Authorized User shall be obliged not to store his PIN in a way allowing other individuals to get to know it, including by not writing it down on the Card or on any other item that the Authorized User shall carry 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 obliged to use his PIN / Dynamic password for online payments only after he makes sure that the PIN / Dynamic password for online payments cannot be seen from any third individual in order to prevent any potentially malicious actions / fraud by third individuals.

21.2. protecting the Card from any bending, breaking, demagnetization and other mechanical damages

21.3. to ensure sufficient funds for the repayment of any debts on the account, including for the overdraft provided, if any, as well as to maintain the minimum balance, set out in Bank's Tariff;

21.4. to immediately notify the Bank on one of Borica AD's emergency telephone numbers:

+359 2 8705149 or +359 2 9702600 - 24 hours a day in case of:

a) destruction, damaging, jamming, loss, theft, other misappropriation, forgery or other unlawful use of the Card, as well as in case of suspected compromising of the PIN, where a third party may have acquired access to it;

b) performance of Card operations, unauthorized by the Authorized User.

c) in all other cases, set out in section III.4. of these General Terms and Conditions;

21.5. The Client/ Authorized User shall also have all other obligations, according to these General Terms and Conditions, and specifically those, mentioned in section III.4 and III.5. herein

VI.4. PAYMENTS AND CASH WITHDRAWALS

22. The Card enables the Authorized User to make non-cash payments for goods and services in Bulgaria and abroad, contact or contactless, in on-line or off-line mode, at Vendors, through terminal devices branded with the logo of the respective Card. The VPAY debit card enables its user to carry out operations in Bulgaria and in Europe, as the transactions with that card are always authorized by the issuer and are in on-line mode.

22.1. In case of use of the Card for payment for goods and services at terminal devices, before confirming the transaction, the Authorized User shall be obliged to make sure that the amount due for payment is correct, then to enter his PIN code, when required upon payments at terminal devices, and / or to sign the document for the transaction executed (receipt, voucher, other document), which shall be presented by the individual accepting the order for the payment. The signature on the document for the transaction executed should be the same as the signature laid on the back of the Card. By using the Card at the terminal device, by entering the PIN code of the Card, and by signing the document for the transaction executed, respectively, 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 payment Beneficiary. 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.

22.2. In case of payment for goods or services ordered over the telephone, fax, internet, etc. the Authorized User shall usually

execute the transaction by stating his 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 entering the data required the Authorized User shall identify himself, 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 payment beneficiary.

22.3 In the process of online payments with the card on websites marked as secure (according to VISA's and MasterCard's standards - 3D Secure for MasterCard and VbV for VISA cards), the Authorized User shall enter the Dynamic password for online payments, sent by SMS, in addition to the card data, thus ensuring the security of the online payment eliminating the risk of online misuse.

23. An individual accepting card payments at POS device (Vendor), through which payment is made, may refuse the use of the Card, if: (a) the Card is not valid; (b) there is discrepancy between the signature laid on the Card and the signature laid on the transaction document or the identity document, or if there is no signature on the Card (not be applicable to VPAY cards); (c) if the Authorized User refuses to provide a document confirming his identity, or if the Vendor finds that the Card is being used by an unauthorized person; (d) it is impossible to obtain confirmation regarding the execution of the transaction; (e) there is a suspicion regarding Card's authenticity and possible forgery.

24. The persons, 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.

25. The Card may be used for cash withdrawals in one of the following ways: a) withdrawal at a ATMs; b) at POS terminal (cash advance) at the banks in Bulgaria and abroad authorized thereto, for cards branded with the MASTERCARD AND VISA (VPAY cards for Europe) trademarks; or c) (cash back) at shops in the country, providing this service, following authorisation at terminal devices in the country and abroad branded with the MASTERCARD AND VISA trademarks.

26. 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:

- 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;

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

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

- 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/;

- 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;

27. The Bank agrees that within its working hours, it shall refund to the account of the Client 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 Client's Account.

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

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

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

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

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

30. 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.

31. 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.

32. 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 / endorsement of the amount on the Card. In case of transactions abroad the amount shall be translated into the settlement amount in the currency and at VISA's or MasterCard's exchange rate, depending on the Card type, 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 of debiting/endorsement.

33. Client shall pay a fee for all card transactions, different from the payment for goods and services at vendors, according to the Tariff, as the Bank shall automatically debit Client's account with the amount of the fee.

34. The Authorized User may carry out dematerialised payments and 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), as well as depending on the balance on the account and the permitted overdraft, if any. 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.

34.1. The Bank may change unilaterally the transaction limits for the Card, which shall be immediately notified to the Client by posting the relevant information in Bank's parlour and on Bank's website at www.bacb.bg or in another appropriate manner.

34.2. The Card limits, may be changed at Client's request and subject to Bank's approval. In case of change in the limits at Client's request, the latter shall pay to the Bank a fee in accordance with Bank's Tariff.

35. The usual term, over which the Bank shall execute the Client's instructions as to a change in the Card's parameters is within 5 business days.

36. Payments using contactless international debit card.

36.1. The maximum amount that does not require entering the PIN is set separately for each individual country by the International Card Organizations (ICO).

For security reasons, entering of the PIN may also be requested for contactless payments of amounts, below the limit, set for the respective country.

36.2. By signing the Request-Agreement for the issuance of a debit card with contactless payment capability, the Authorized User confirms that he is aware of and agrees to the type of repayment, the methods of ordering and execution of the transactions, made using the Card, he further agrees that each and every contactless payment, ordered using the Card, shall be considered by the Bank as authorized by the Client and the Bank shall execute such orders, debiting the Account with the amount ordered, and transferring such amount to beneficiary's account, even in the case of insufficient balance in the account. In case of insufficient balance, during the accounting processing of a contactless payment, unauthorized overdraft shall be formed in the account.

37. The amount of Client's liabilities, related to the account shall be determined, based on the entries in the accounting books of the Bank. The entries of all operations, performed using the Card, shall be considered accounting documents within the meaning of the Accountancy Act and these shall be considered correct, unless proven wrong.

The records of the orders for execution of operations and other information, kept by the bank, shall be deemed the ultimate proof of their content, as well as of the time of submission or execution

VI.5. PAYMENT DEFAULTS IN CASE OF EXCEEDING THE ACCOUNT BALANCE

38. The Client and Authorized User shall be entitled to make payments, using the Card, up to the available amount on the account (available balance or permitted overdraft, if any). If the available amount on the account is exceeded due to offline transactions or for another reason, the Bank shall automatically open a loan account for the Client, and it shall be conserved as utilization of unauthorized overdraft and the applicable interest shall be accrued, according to the respective currency, pursuant to the Tariff and the Interest Bulletin. The Client shall immediately repay the amount, which exceeds the availability on the account.

39. **If the Client-User fails to fulfil any of his obligations, according to the provisions of the Request-Agreement for the issuance of a debit card** pursuant to these General Terms and Conditions, within the specified period of time, the Bank shall be entitled to immediately:

39.1. to collect ex-officio, without court involvement, in accordance with the provisions General Terms and Conditions;

39.2. to block any and all Cards, issued to that account. The Cards shall be unblocked upon repayment of all overdue liabilities and upon the payment of a fee, according to Tariff. The Bank may unblock the Card ex-officio subject to the fulfilment of the above conditions, if the Client repays all the necessary liabilities, within the time limit, set by the bank;

39.3. The Bank shall be entitled to deactivate the Cards, issued to that account and undertake immediate actions for enforcement of its receivables, including through referring the issue to the court.

VI.6. LIABILITIES. OBJECTIONS

40. Bank's and Client's liability in case of unauthorized or inaccurately performed operations, related to the use of a payment instrument-debit card, is governed by sections III.4., III.5., III.6., III.7, and III.8. of these General Terms and Conditions.

41. The Bank shall not be responsible or liable in any way, for any transactions, where the Authorized User makes payments using the Card. In case of default, related to the use of Card, the Client/Authorized User may not make objections, based on his relations with third parties.

42. 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.

43. 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.

44. The Client shall be liable as to all liabilities incurred in relation to the issuance and use of all Cards issued to his Account.

45. The Bank shall not be liable for any rejected operations, due to reasons, beyond Bank's control.

46. The Client/The Authorized User may submit written objections with respect to the use of the payment instrument- Card, issued by the bank and the performance of unauthorized or inaccurately performed payment operations with the Card in accordance with the provisions, and within the timeframe, set out in these General Terms and Conditions. The notice periods, applicable to any communications from the Client to the Bank regarding unauthorized payment operations, performed, using a debit card, are specified above, in section III.4 and III.5 of these General Terms and Conditions and vary, depending on whether or not the Client is a "user" within the meaning of the PSPSA.

47. In case of challenged payment, the Bank agrees to take all reasonable measures to protect Client's/ Authorized User's interests.

48. In case of unjustified or unexplained challenging of any Card operations, the Client shall pay the Bank a fee, according to the Tariff.

VI.7. TERM OF THE AGREEMENT AND TERMINATION METHODS. CARD VALIDITY

49. The Agreement shall not be limited in time.

50. The Agreement may be terminated at any time before its expiration: (a) unilaterally by the Client by means of a 30 (thirty) day written notice to the Bank, provided that the Client has fully repaid his liabilities, related to his account with the Bank and has fully performed all his obligations towards the Bank; (b) unilaterally by the bank by means of a 2 month written notice to the Client, who is a user i.e. a natural person, and if the Client is a legal entity or sole trader /i.e. not a user / - by means of 30 (thirty) day written notice or (c) by the mutual consent of the Parties.

51. The Bank may unilaterally terminate the Agreement with immediate effect and without an advance notice to the Client, in case of default in the performance and/or outstanding liability by the Client/Authorized Holder, as undertaken in the Request-Agreement, pursuant to these General Terms and Conditions.

52. Upon termination of the Agreement, irrespective of the particular reason for such termination, any and all cards to the current account, incl. any additional cards shall be deactivated.

53. The relations of the Parties upon closing the account shall be governed by these General Terms and Conditions.

54. At any case of termination of the Agreement:

(a) the Bank shall be entitled to block all the Cards, issued to the account, on the date of receiving or – respectively – sending the termination/non-extension notice and deactivate such cards upon the expiration of the notice period.

(b) the Client shall ensure the returning by the Authorized Users of any and all Cards, issued to that account;

(c) the Client shall fully repay all his liabilities, related to the account with the Bank and fulfil all other obligations toward the Bank, incl. any and all fees and amounts payable in relation to the use of the Cards and the servicing of the Account, prior to the expiration of the termination notice.

(d) All liabilities outstanding, including such received after the date of termination of the Agreement, payment transactions, related to the Card/s, prior to that date, shall be payable by the Client until their ultimate repayment, as the Client shall remain liable to the Bank even after the termination of the Agreement, irrespective of the reasons for such termination, where (e) the Bank shall be entitled to ex-officio collection in accordance with the provisions of these General Terms and Conditions.

55. The validity period of the Cards, issued to the Account -V PAY, MASTERCARD STANDARD, MASTERCARD GOLD AND VISA BUSINESS shall be 5 /five/ years after the card issuance date. Card's validity is embossed on Card's face and it shall expire at the end of the specified month/year.

55.1. Upon expiration of Card's validity, the Bank shall automatically issue a new Card. Not earlier than 20 (twenty) days prior to the expiration of Card's validity period, the Authorized User may receive his new Card at the address for receiving the card, he has specified or in any of the other ways, detailed in this Section VI.

55.2. If the Client does not want a new Card to be issued, he shall notify the Bank in writing accordingly, not later than 40 (forty) days prior to the date of expiration of Card's validity. The Client/ Authorized User shall update his preferred address for receiving the card within the same period of time. The Bank reserves its right not to update any of the Cards, issued to that account, without indicating any reasons for that.

VI.8. CARD BLOCKING, DEACTIVATION

56. The Bank shall have the right to block the Card subject to the following conditions:

56.1. at Client's request and at the request of the Authorized User of the Additional Card, only with respect to the Additional Card(s) issued in his name. The Client 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 Client.

56.2. upon distraint/attachment on the Client's accounts in accordance with the procedure provided for by law;

56.3. due to objective reasons related to:

a) the security of the Card;

b) suspected unauthorized use of the Card;

c) suspected use of the Card for fraudulent purposes;

56.4. upon death or placement under judicial disability of the Client and Authorized User - as of the day when the Bank has become aware of this circumstance. In the case of death, the heirs shall be obliged to present to the Bank a death certificate, certificate of heirs and other documents required by law, and they shall be obliged to return to the Bank the Card, which shall be destroyed;

56.5. automatically in case of entering an incorrect PIN code three consecutive times/ automatically in case of entering an incorrect Dynamic password for online payment code five consecutive times;

56.6. in case of significantly increased risk that the Client may be unable to perform his obligations under these General Terms and Conditions, the Bank Loan – Current (Card) Account Overdraft Agreement (if any) and/or in case of unauthorized overdraft;

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

57. The Bank shall inform the Holder as to the blocking of the Card(s) in the cases under art. 56.3. 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.

58. A Card blocked in the cases as per art. 56.2., art. 56.3. and art. 56.6. shall be automatically unblocked by the bank upon disappearance of this reason, and in all other cases it shall be unblocked, based on the express written request by the Client, submitted at Bank's office, or through the electronic/remote channels of the Bank and after the payment of a fee according to the Tariff.

59. The Bank shall deactivate ex-officio the Cards issued, including the additional cards, upon termination of the Request-Agreement for the issuance of a debit card, as well as in the cases of a Card blocked in accordance with art. 56.4 - 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. The Bank shall not be responsible for any damages, caused as a result of the deactivation of the Card according to these General Terms and Conditions.

60. The Bank shall not be responsible for any damages, if it has received a false/incorrect notice as per art. 21.4 above VI from a person, who – based on unambiguous circumstances has been authorized to give such notice and Bank, acting in good faith, has undertaken any and all necessary measures to protect the Client and has blocked the Card.

61. Upon receiving the notice as per art. 21.4 above VI, the Bank shall take all necessary measures to discontinue the use of the Card, blocking the Card, in order to perform the operations within the time, required for processing the notice.

62. If the Card is retained in an ATM due to a technical failure of the ATM or mechanical damage to the Card, the Client/ Authorized User shall notify the Bank, which shall issue a new Card, after receiving a request for Card re-issue.

63. The rules, terms and conditions, applicable to Bank's blocking the Card, shall also be governed by the provisions of Section III.4. of these General Terms and Conditions.

64. If the Card is renewed due to loss, theft, damage or another reason, the Client shall pay the Bank a fee, according to the Tariff.

SECTION VII. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS. TERMINATION OF THE FRAMEWORK AGREEMENT

1. The Bank may amend and supplement these General Terms and Conditions at any time, as any such changes shall become effective on the date, specified in the decision of Bank's competent body. The Bank shall notify the Clients- individuals (users within the meaning of the PSPSA), who have already signed Framework Agreements with the Bank, of any planned changes, at least two months before the effective date of the changes. The notice is provided, by posting information regarding the changes in printed form at Bank's desks, or on Bank's website in Bulgarian and English, or through Bank's remote channels in a manner, allowing its storage and reproduction. The Client-User shall be considered to have accepted the amendments to the General Terms and Conditions and be bound by them, unless the Client-User notifies the Bank in writing, that he does not accept such changes to General Terms and Conditions, prior their respective effective date. If the Client-User notifies the Bank in writing, that he does not accept the amendments to the General Terms and Conditions prior to their effective date, the Client-User may terminate the Framework Agreement with immediate effect, prior to the effective date of the amendments, without incurring any liability for expenses and compensations.

2. The amendments to the General Terms and Conditions, related to the expansion of the scope of the services and/or changes in the payment instruments, offered by the Bank and/or change in the personalized security features used, as well as changes to the fees and/or the conditions of the payment services provided, which would be more favourable to the Clients, shall be implemented, without requiring the advance notification to the Client in accordance with the provisions of para. 1 above.

3. The changes to the interest and exchange rates, arising from changes to the applied reference exchange rates and interest rates for their establishment, shall be applied immediately and without advance notice to the user. The Bank shall make any and all changes available to the user, posting the applicable interest rates and exchange rates in the bank parlours or publishing them on its website or another durable media, unless otherwise the Parties to the Agreement have negotiated a different term or method, in which the information is to be made available

4. The framework agreement shall be terminated and the accounts, opened within such agreement, shall be closed in the following cases:

a/ by the mutual consent of the Parties; b/ unilaterally by the Client with a one-month written notice, if the Client has no liabilities to the Bank at the moment of expiration of the notice period; c/ unilaterally by the bank by means of a two-month written notice, made available to the Client-User in printed form or in another durable form, in the order of receiving the Client Communications, specified by the Client when opening the account or at Bank's desks or by registered mail, and with respect to a client, who is not a user – in the same manner, as the notice period in this case shall be one month; d/ unilaterally, ex-officio by the bank, in case of simultaneous occurrence of the following conditions: for more than 6 /six/ successive months no payment operations have occurred in Client's bank account, the Client has not paid the respective fees for monthly account maintenance and there is no balance on the account, subject to the cumulative fulfilment of all the conditions, detailed in this item „d“, payment accounts, with distraint/attachment imposed, may also be closed. The provision of the preceding sentence, concerning the period, shall not apply to Clients – Holders of payment accounts for basic operations, for whom this period shall be 24 /twenty-four/ months; In case of accumulated liabilities of the Client on such account, the Bank may collect such liabilities ex-officio from another account of the Client, with sufficient balance, as in case of different currencies, Bank's exchange rate on the date of deduction shall be applied; e/ unilaterally by either Party, without an advance notice, in case of default by the other Party; e/ unilaterally by the bank, without any advance notice: in case of suspicious operations, performed by the Client; in case of suspected unauthorized use of payment instrument or payment account by the Client or in case suspected use of payment instrument or payment account for fraudulent purposes; at Bank's discretion for security reasons; in case the Bank receives information regarding the performance of unlawful payment operations; in case of suspected actions, related to money laundering or funding terrorism. In these cases the Bank may immediately terminate its relations with the Client, notifying him in writing accordingly, unless the disclosure of such information is in conflict with the effective legislation.

5. If, after the termination of the Framework agreement, there is a credit balance on Client's account, the Bank shall transfer such balance to its temporary interest-free account until the amount is utilized.

SECTION VIII. APPLICABLE LAW AND DISPUTE RESOLUTION

1. Any and all matters and issues, not settled in these General Terms and Conditions or in Framework Agreement or any other agreement or contract between the Client and the Bank, shall be governed by the provisions of the Payment Services and Payment Systems Act (PSPSA), Ordinance No. 3 of the BNB on the rules and conditions for opening payment accounts, for the execution of payment operations and for using the payment instruments, the Credit Institutions Act (CIA), the Electronic Document and Electronic Certification Services Act (EDECESA), the Remote Provision of Financial Services Act (RPFSA), the Anti-Money Laundering Measures Act (AMLMA), Measures Against Terrorism Financing Act (MATFA), any other applicable national and EU legislation, the guidelines of the European Banking Authority (EBA), Visa's and Master Card's rules - regarding the international debit cards, issued by banks. 2. The Bank and the Client shall make all necessary efforts and try to settle any disputes, occurring between them through negotiations and by mutual consent out of court. In case of unauthorized payment operation, inaccurate or wrong execution by the Bank of a payment operation, the Client may submit a written objection (complaint) to the Bank.

2. The Bank shall issue a statement and notify the Client of its decision on every complaint received, within 14 days after its submission, according to the rules, set out in BACB's Client Complaints Management Policy, available on Bank's website. As an exception, when the Bank cannot issue a statement within 14 days after the submission of the written objection, for reasons beyond bank's control, the Bank shall send to the Client a response, explaining the reasons for such delay and indicating the new deadline, by which the Client shall receive Bank's decision on the submitted complaint. The period for issuing a decision cannot exceed 35 business days after the date of receiving the complaint.

3. If the Bank fails to issue a statement on the objection, as well as if no agreement can be reached between the Bank and the Client or when Bank's decision is not satisfactory to the Client, the dispute shall be referred to the Conciliatory Commission for Payment Disputes, established at the Consumer Protection Commission, address: 4A, Slaveykov Sq., fl. 3, 1000 Sofia; telephone: +35929330577; fax: +35929884218; email address: adr.payment@kzp.bg; website: www.kzp.bg and <http://abanksb.bg/pkps> or to the competent Bulgarian court.

4. Client's/Authorized User's objections, regarding payments, made abroad (chargeback) using a debit card, issued by the bank, shall be reviewed in accordance with the rules of the respective card organization - MasterCard International or VISA Europe.

Section IX. PRIVACY PROTECTION

1. Any personal data, disclosed by the Client to the Bank with respect to and in the course of conclusion of the agreement, pursuant to these General Terms and Conditions shall be processed and stored by the bank in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2. Detailed information regarding the data, identifying BACB AD as a personal data controller and the contact details with the data protection officers, the objectives and legal justifications of the processing of the personal data, including and the cases, when such processing is necessary to protect BACB AD's legitimate interest; the categories of personal data recipients; the period of storing such personal data; the rights of the data subjects, with respect to the processing of their personal data by BACB AD, as well as information regarding the methods, in which such rights can be exercised; and any other information, which the General Data Protection Regulation requires to be made available to the Client, shall be specified in the BACB AD's Privacy Protection Policy and the Notice to "Bulgarian American Credit Bank" AD's Clients regarding the privacy protection (Privacy notice), available and published on www.bacb.bg and in BACB AD's offices.

SECTION X. GUARANTEED DEPOSITS

1. The reimbursement of the moneys in the deposits (accounts) with the Bank, is guaranteed by the Bulgarian Deposit Insurance Fund /BDIF/, pursuant to the provisions of the Bank Deposits Guarantee Act /BDGA/. The BDIF guarantees the deposits at the Bank of all Bulgarian and foreign individuals and legal entities, in BGN and foreign currency, up to the amount and under the terms and conditions, as specified below and provided for in the BDGA and in Bank's Newsletter, available at Bank's desks and on its website (<https://www.bacb.bg>), section Documents/Other documents and provided to the Client before opening an account.

2. The BDIF guarantees complete reimbursement of the amounts in deposits (accounts) of a person at the Bank, irrespective of their number or separate amounts, up to BGN 196 000 (one hundred ninety-six thousand), as that amount also includes the interests, accrued as of the date of the decision, issued by the Bulgarian National Bank /BNB/ to revoke the banking license, issued to the Bank, or another Act, as specified in the next article, below.

The following deposits are guaranteed up to the amount of BGN 250 000 (two hundred fifty thousand) for a period of three months, from the moment of crediting the amount in depositor's account, or from the moment, when the depositor has acquired the right to dispose of the amount of the deposit and such deposits shall not be included in the calculation of the total amount of Bank's liability towards a single depositor, within the three-month period: (a) deposits of individuals, occurring as a result of transactions, involving real estate for residential purposes; (b) deposits of individuals, occurring as a result of amounts, paid regarding the contracting of a marriage, termination of employment, disability or death; (c) deposits, occurring as a result of insurance or social security payments and reimbursements or the payment of compensations for damages, resulting from crimes or repealed sentences.

3. The BDIF shall pay the Bank's liabilities to the depositors up to the guaranteed amounts, if: (a) the BNB has issued a decision, revoking the banking license of the Bank; or (b) the BNB has issued a decision, establishing that the deposits are not available and according to its opinion, the Bank seems incapable of repaying the deposits and it shall remain incapable to do so in the short term; or (c) a judicial body has issued an act, preventing depositors to claim their receivables from the Bank.

SECTION XI MISCELLANEOUS

§1. These General Terms and Conditions were adopted by Bank’s Management Board in Bulgarian. In order to facilitate Bank’s Clients, upon request, the Bank may provide them with an English translation of these General Terms and Conditions, as in case of conflicts between the Bulgarian and English version, the Bulgarian version shall prevail.

§ 2. The Bank publishes and maintains on its website (www.bacb.bg) the most current version of the effective General Terms and Conditions. Throughout the duration of the Framework agreement, the Client may request, and Bank shall provide him with these General Terms and Conditions in printed form or in another durable form.

§3. These General Terms and Conditions were adopted by decision of BACB’s Management Board on 28.06.2018 and become effective on 06.09.2018.

§4. These General Terms and Conditions are also applicable to and govern the relations with Clients, who - prior to 06.09.2018 (the effective date of these General Terms and Conditions) have signed Bank Framework Agreements with the Bank for the provision of payment services and/or for using payment instruments, including Framework Agreements for the opening and servicing of the bank accounts and provision of payment services, for remote banking, automatic payment of utility bills and bills for other services, for the issuance of a debit card and/or business debit card.

The Bank issues notices of new General Terms and Conditions applicable, two months prior to the effective date of the amendments, in accordance with the provisions of Section VII, 1. above. The Client-User shall be considered to have agreed to the amendments to these General Terms and Conditions and shall be bound by them, unless the Client-User notifies the Bank in writing, that he does not accept the amendments to the General Terms and Conditions, prior to 06.09.2018. If Client-User notifies the Bank in writing, that he does not accept the amendments to the General Terms and Conditions prior to 06.09.2018, the Client-User may terminate the Framework Agreement with immediate effect, prior to 06.09.2018, without any liability for expenses and compensations.

§5. As these General Terms and Conditions become effective, the following documents shall be revoked: (a) The General Terms and Conditions on the Business Operations of “Bulgarian American Credit Bank“ AD, adopted by decision of the Bank’s MB from 27.06.2013, latest edition, effective as of 25.05.2018; (b) The General Terms and Conditions of the “Bulgarian American Credit Bank“ AD for the provision of payment services, adopted by decision of the Bank’s MB from 27.06.2013, latest edition, effective as of 25.05.2018; (c) The General Terms and Conditions of the Bulgarian American Credit Bank AD for remote banking, approved by Decision of Bank’s Management Board, from 29.11.2012 , latest edition, effective as of 25.05.2018; (d) The General Terms and Conditions of the Bulgarian American Credit Bank AD for performing cashless payments of household and utility bills and bills for other services, adopted by Decision of BACB’s Management Board from 02.02.2012, latest edition, effective as of 25.05.2018; (e) The General Terms and Conditions for the issuance and use of international debit cards, adopted by BACB’s Management Board AD by Decision, effective as of 30.08.2012, latest edition, effective as of 25.05.2018.

For the Bank:.....

For the Client-User:.....

.....
/Signature and full name/