

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

- 1. BULGARIAN - AMERICAN CREDIT BANK AD**, entered in the Commercial Register at the Registry Agency, having UIC 121246419, registered under case file No 12587/1996 as per the list of Sofia City Court, having its registered address and address of management in the city of Sofia 1000, Metropolitan Municipality, Sredets Region, 2, Slavyanska street, as licensed provider of payment services under the meaning of art. 3, Para 1, item 1 of the Law on Payment Services and Payment Systems (LPSPS), electronic contact address: [bacb@bacb.bg](mailto:bacb@bacb.bg), website: [www.bacb.bg](http://www.bacb.bg), competent supervisory authority: Bulgarian National Bank, hereunder referred to as the **Bank** - on one hand,  
and
- 2.** ....., identification No (UIC/BULSTAT/PIN/PINF) ....., permanent address / address of management: .....,  
as remote banking client of the **Bank**, referred to hereunder as the **Client** - on the other hand.

If this **Framework Agreement** is signed between the **Bank** and the **Client** in the form of electronic document, signed by the **Client** with a Qualified electronic signature, and by the **Bank**, signed with a Qualified electronic signature or server certificate, the **Bank** and the **Client** shall accept as date of execution and entering into force of this Agreement the date on which the **Framework Agreement** for Remote Banking, signed by the Bank with a Qualified electronic signature or server certificate has been made provided to the **Client** /stored/ in the web application for remote banking – Transactional portal "BACB Plus" /hereunder referred to as Transactional portal "BACB Plus"/ in manner and under the General Terms and Conditions of Bulgarian - American Credit Bank AD for providing payment services and respective payment instruments /hereunder referred to as General Terms and Conditions/. Address of the headquarters of the Bank shall be considered by the Parties as a place of Agreement execution.

Whereas the parties have agreed, as follows:

#### **SECTION I. SUBJECT MATTER OF THE AGREEMENT. BACKGROUND INFORMATION.**

1. Subject to this Framework Agreement and the General Terms and Conditions of the Bank, based on an electronic payment order received through the Bank's Remote Banking Channels, the Bank shall provide Client with remote access to funds held on the Client's payment accounts, provides payment services, execution of individual or series of payment transactions authorized by the Client and performs other operations authorized by the Client. Under present Framework Agreement and the Bank's General Terms and Conditions, the Bank also provides the Client with other bank services. The **Bank** shall, under the terms and conditions of this **Framework Agreement** and the General Terms and Conditions of the Bank for Remote Banking, provide to the **Client**, based on electronic bank payment order received through the channels of the Virtual Bank "BACB Plus", remote access to the funds held in the payment accounts of the **Client** with the **Bank**, shall provide payment services, execution of individual or series of payment transactions, allowed by the **Client** and shall carry out other actions ordered by the **Client**. The **Bank** shall, under the terms and conditions of this **Framework Agreement** and the General Terms and Conditions of the **Bank** for the use of remote banking, provide other banking services to the **Client** as well.
2. The scope of the products and services provided through the remote banking channels of the **Bank** shall be described in details in the **Bank's** General Terms and Conditions. The **Bank** may, at any time and at its discretion: a) to amend, implement new or introduce additional personalized security authentication tools for the purposes of client/user of remote channels identification or for the purposes of confirmation and signing of electronic operations; b) to change the scope of services offered through remote banking channels, and to exclude the possibility of using them in respect of individual accounts of the Client in the case of service innovations, regulatory changes, security considerations, or other considerations at the discretion of the Bank. For these changes, the Bank shall notify the Client in writing or electronically.
3. Upon the use of the BACB Plus Virtual bank the **Client** shall have real-time access to all his/her accounts with the **Bank**. Upon the use of the **Bank's** internet banking the **Client** shall have access only to the accounts, registered for internet access as stated in the *Request for use of the Internet Banking service* or in the *Application for registration*, filled-in on the **Bank's** website (<https://ib.bacb.bg>), as well as to the deposits opened through the **Bank's** internet banking system.
4. Based on the electronic bank payment order received via the channels of the **Bank's** Virtual Bank "BACB Plus", the **Bank** shall debit the accounts of the **Client** with the amount of the transactions carried out and the due fees and commissions.
5. During the term of validity of this **Framework Agreement** the **Bank** shall accept for execution also written orders of the **Client** presented on a hard copy.
6. Prior to the signing of this **Framework Agreement** the **Bank** shall provide the **Client** with the General Terms and Conditions of BACB AD on paper or on another electronic or durable device, where the **Bank** has disclosed the preliminary information under art. 60 of the LPSPS.

#### **SECTION II. ACTIVATION AND USE**

7. The registration and the use of the **Bank's** Virtual Bank "BACB Plus" shall be done in one of the following two ways: a) through the filling-in of an electronic form via the **Bank's** portal "BACB Plus" or b) through submission of a *Request for the use of remote banking channels* on a hard copy in any of the offices / branches of the **Bank** or through the Bank's Agent. The **Bank** shall activate the service within three working days after the conditions, described in detail in the General Terms and Conditions have been met and after the signing of this **Framework Agreement**.
8. The **Client** shall transact via the remote channels of the **Bank's** personally or, if the **Client** is a legal entity, through its legal representatives. The **Client** shall have the right to authorise third parties (referred to hereunder as "the Users") to have access to the Remote banking channels and to transact through **Client's** accounts on his behalf and at his expense, by carrying out transactions with pre-set rights. In this case Users having the right to operate with the funds on the accounts of the **Client** may only be persons explicitly authorised by the **Client** by virtue of a notarised Power of Attorney, submitted to the **Bank**, whereas the operations shall become possible following due identification of the Users by an officer of the **Bank**.
9. The **Client** shall be obliged to carry out remote banking through the **Bank's** portal "BACB Plus", the mobile banking, the remote Client service centre, and the **Bank's** internet banking while in strict compliance with the terms of this **Framework Agreement**, the General Terms and Conditions, the Framework Agreement for opening and maintaining bank accounts and providing of payment services and the **Guidelines for remote banking, which include: Security Recommendations, User's Manual for web-based application "transaction portal BACB Plus" and the Instructions on the Operation of Internet Banking**, hereinafter referred to as **Guidelines for remote banking**.

**SECTION III. EXECUTION OF THE CLIENT'S ORDERS. CLIENT'S/USER'S IDENTIFICATION.**

10. The **Bank** shall execute the orders of the **Client** and / or of the User, placed remotely under the terms and conditions and within the deadlines stated in the General Terms and Conditions and **Guidelines for remote banking**, being an integral part to this **Framework Agreement**.

11. The **Client** shall owe the **Bank** fees and commissions for executed remote transactions in accordance with the **Bank's** Tariff.

12. The identification of the Client and the Users of a remote banking channel when using the respective remote banking channels and confirmation of electronic payment instructions shall be made in order and in the way described in the General Terms and Conditions.

**SECTION IV. ENTERING INTO FORCE. TERM OF THE FRAMEWORK AGREEMENT. AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT UNDER GENERAL TERMS AND CONFITIONS.**

13. The present Framework Agreement Clientshall enter into force upon its signing by both parties in the way described above and in the General Terms and Conditions.

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

15. **The Bank** may amend and supplement this **Framework Agreement under General Terms and Conditions** at any time with the amendments coming into effect on the date specified in the decision of the competent body of the Bank. Regarding clients – private individuals (consumer by means of LPSPS) who already signed Framework Agreement, the Bank shall notify the forthcoming amendments in the **Framework Agreement under General Terms and Conditions** at least two months before the date of entering into force of the amendments. The notice shall be delivered by **the Bank to the Client** on a hard copy at the **Bank's** counters or via the **Bank's** website ([www.bacb.bg](http://www.bacb.bg)) in Bulgarian and in English languages, or via remote banking channels of the Bank in a way that allows its complete storage and recreation. The scope of the payment services provided may change at the discretion of the **Bank**. In this case the two-month advance notice term shall not apply. For the convenience of foreign **Clients**, the Bank shall also provide this **Framework Agreement** in English, and in case of discrepancies or conflicts, the original Bulgarian version shall prevail.

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

17. If the **Client** – private individual (consumer by means of LPSPS) notifies the **Bank** in writing that the **Client** – private individual (consumer by means of LPSPS) does not accept the amendments before the date on which the amendments become effective, the **Client** shall have the right to terminate the **Framework Agreement** immediately before the date on which the amendments become effective, without being held liable as to any costs and compensations.

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

19. This **Framework Agreement** shall be terminated in any of the following situations: a) by mutual agreement between the **Parties**; b) unilaterally by the **Client** with a one-month written notice, provided the **Client** does not have any liabilities to **the Bank** at the time of expiry of the notice term; c) unilaterally by the **Bank** with a two-month written notice provided to the **Client** on a hard copy as provided for regarding the delivery of Client correspondence chosen by the **Client** at the time of the opening of payment accounts with the **Bank** or at the **Bank's** counters, or via registered mail and also in respect the Client is not a consumer by means of LPSPS the notice period is one month; d) unilaterally by the Bank, without notice: in case of Client's suspicious transactions; in case of suspicion of unauthorized use of a payment instrument or payment account by the Client or in case of suspicion about fraudulent use of payment instrument or payment account; at discretion of the Bank for security reasons; in the case of information received by the Bank for the execution of illegal payment operations; in case of suspicion of actions related to money laundering or terrorist financing. In such cases, the Bank may immediately terminate the relationship with the Client and shall notify it in writing, unless the disclosure of such information is inconsistent with the applicable law.

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

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

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

**SECTION V. GENERAL, FINAL AND MISCELLANEOUS PROVISIONS**

22. By virtue of the signing of this **Framework Agreement**, the **Client** shall declare that: a) he / she has received, read and accepted as mandatory the General Terms and Conditions of BACB AD for providing payment services and related payment instruments, Glossary of Terms and Definitions used in the General Terms and Conditions of BACB AD, The Tariff of Fees and Commissions of BACB AD and the Interest Rate Bulletin and Guidelines for remote banking and shall strictly comply with the latest in order to increase the Client's security while using a remote banking channel; b) he / she is aware that the amendments and supplementations of this **Framework Agreement**, General Terms and Conditions of BACB AD for providing payment services and related payment instruments, Glossary of Terms and Definitions used in the General Terms and Conditions of BACB AD, The Tariff of Fees and Commissions of BACB AD and the Interest Rate Bulletin will be announced on the **Bank's** website and provided he / she does not notify the **Bank** in writing that the **Client** does not accept these amendments before the date on which the latter become effective, **the Bank** shall deem that he / she has accepted them and that he / she is bound by them; c) he / she has been notified by the Bank with regard to Personal Data Protection Policy of the Bank, including through the given access to BACB AD Privacy Policy and the Notice to BACB's clients regarding the Personal Data Protection (Privacy Notice), available and published on [www.bacb.bg](http://www.bacb.bg) and in the offices of BACB AD and voluntarily provides his/hers personal data in relation to the execution of this Framework Agreement, the exercising of the rights and the fulfilment of the obligations hereunder.

23. The provisions of the General Terms and Conditions of BACB AD for providing payment services and related payment instruments, the Law on Payment Services and Payment Systems, the Law on the Rendering of Remote Financial Services (LRRFS), Ordinance No. 3 of BNB and all other relevant provisions of the effective Bulgarian legislation shall apply to all terms and relations not settled in this **Framework Agreement**.

24. By virtue of the signing of this **Framework Agreement** the **Client** shall declare his / her explicit request that each of the **Parties** shall exercise the rights and shall fulfil the obligations under this **Framework Agreement** before the **Client** exercises right of refusal of the Agreement under the LRRFS.

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

**FOR THE CLIENT:**

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Name and Surname

**FOR BULGARIAN - AMERICAN CREDIT BANK AD:**

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