# General Terms and Conditions of Central Cooperative Bank JSC to framework agreement for opening and servicing bank payment accounts and performing payment operations

These General Terms and Conditions determine the general contractual relations between **Central Cooperative Bank JSC** (hereinafter the Bank) and the Client in connection with opening, servicing and closing bank payment accounts and performing payment operations. The General Terms and Conditions are by nature a permanent contractual arrangement and are not limited to a separate, specific payment transaction, unless the contrary is explicitly stated.

#### I. Information about Central Cooperative Bank JSC

Central Cooperative Bank JSC (the Bank) is a commercial bank registered in the Republic of Bulgaria, with a seat and management address: Sofiya, bul. TSarigradsko shose 87, entered in the Commercial Register at the Registry Agency with UIC 831447150. Website address – <u>www.ccbank.bg</u>. The Bank has a license to perform banking activities in accordance with the Credit Institutions Act by the Bulgarian National Bank which supervises the activities of the Bank (License No. 14-a, Order No. PJ22-2256 dated 16 November 2009 of the Governor of the BNB, amended by Decision of the Management Board of the BNB No. 109 dated 19 March 2020).

# II. Payment services provided by the Bank

Article 1. The Bank provides the following payment services:

(1) services related to depositing cash in a payment account, as well as the related operations for servicing a payment account;

(2) services related to the withdrawal of cash from a payment account, as well as the related operations for servicing a payment account;

(3) performing payment operations, including transfer of funds to the Client's payment account with the Bank or another payment service provider:

(a) performing direct debit operations including one-time direct debits;

(b) performing payment operations by payment cards or other similar instruments;

(c) performing credit transactions including orders for regular transfers;

(4) performing payment operations when the funds are part of a loan granted to the Client:

(a) performing direct debit operations including one-time direct debits;

(b) performing payment operations by payment cards or other similar instruments;

(c) performing credit transactions including orders for regular transfers;

(5) issue of payment instruments and/or acceptance of payments with payment instruments;

(6) performance of available money transfers;

(7) payment initiation services;

(8) services related to the provision of account information.

Article 2. The bank does not control the subject and legal suitability of the transaction, in relation to which the payment service is provided, except it is otherwise stipulated by means of a legal act or a contract with the Client.

Article 3. With regard to the payment transactions performed on the account, the Client of the bank can act in the capacity of payer and/or recipient.

# III. Client – user identification

Article 4. (1) Pursuant to the applicable legislation, the Bank shall identify and check the identification of its clients by requesting the particular documents which certify their identity.

(2) The Clients identify themselves with a valid official identity document containing a photograph and issued according to the Bulgarian legislation or the legislation of the state whose citizens they are. For foreigners with permitted residence in the Republic of Bulgaria, they shall be holders of a residence permit (continuous or permanent) issued by the bodies of the MoI. In the event of follow-up service, the identification can be performed by another valid identity document issued according to the Bulgarian legislation of the state whose citizen the Client is.

(3) The representatives of the local or foreign natural persons authorised to open/close accounts, as well as to perform operations on behalf of them and for their account, are subject to the same identification/verification, applicable towards the Client.

(4) The identification of natural persons is performed with the presentation of an official document and by making a copy of it. The copy is to be certified by the Client and by a responsible employee of the Bank with the inscription "true copy", signature and date. When identification is performed without the presence of the person subject to identification, the identification can be performed with presentation of a copy of an official identity document.

(5) When opening an account of a minor or a person not of full legal age, the birth certificate of the person in whose interest the account is being opened shall be presented, as well as a copy of the identity card, if the person has turned 14 years of age, and identification is to be performed according to the terms and conditions of the previous paragraphs of this article.

(6) When opening an account of a person under interdiction, the following documents shall be presented: effective judgement on placing the person under full or limited interdiction, judgement/order issued by the custodian or guardian to the permanent address of the person for nominating a custodian, or guardian and identity document of the custodian or guardian.

(7) The Bank establishes whether a client or beneficial owner of a client – legal entity or other legal organisation and persons related to them is/are a prominent political person(s) in the Republic of Bulgaria, in another member state or in a third country, or in international organisations, also by filling in declarations.

Article 5. (1) Together with the identity document, the Bank can request from the Client/their representative other documents, as well as the filling in of individual declarations in view of the particular product, conformity with the regulatory requirements or implementation of good banking practices.

(2) The Bank also collects additional data and information about its clients by filling in the "Know Your Client" Questionnaire.

Article 6. The Client shall notify the Bank in writing, including when applicable, by presenting private documents that are official or certified by a Notary Public, for each and every change of the facts and circumstances that are a regulatory requirement for opening an account that would result in change of the identification data and the circumstances established at the initial registration. If there is lack of clarity in the data about the Client, the Bank can refuse to perform the transaction until due certification is received of the changes that have occurred in the data.

Article 7. In the event of concluding a contract for opening a new account/issuance of new payment instrument, the Client provides only up-to-date data, if changes have occurred after the initial registration or data required according to the provisions of the contract for the particular payment instrument.

Article 8. The Bank has the right to refuse to register the Client, or to open an account, without having to stipulate the reasons for its refusal.

Article 8a. When the Bank is not able to perform proper identification, according to Article 4 and Article 5 of these General Terms and Conditions and the applicable legislation, the Bank has the right to officially block an account of a Client for performing administrative action with funds, opened with it until updated information is presented as well as the relevant forms according to the Bank's model are filled in.

# IV. General Terms and Conditions for working with persons authorised by the Client

Article 9. For each action performed via power of attorney, the latter shall be presented by the authorised person in original or in a copy certified by a Notary Public, a further copy of which is to be made. The copy is to be certified by the proxy who presented it to the attention of the Bank and by the Bank's responsible official, and each and every of them shall put down the inscription "True copy", their signature, full name according to their identity document, date and place of certification onto the copy.

Article 10. The power of attorney for disposal of the funds available in the account, also receiving of bank payment cards and their personalised protective characteristics or the authentication means when accessing the online banking, shall be done explicitly and with certification of authoriser's signature performed by a Notary Public in Bulgaria or abroad, by the consular office of the Republic of Bulgaria abroad or bodies of the local authority/entry judges if applicable.

Article 11. Proxies shall establish their identity by presenting a valid official identity document.

Article 12. If the power of attorney contains complex and unclear hypotheses, amount limits or other specific limitations or requirements of the Client, the Bank can request opening an account with special regime or refuse servicing the Proxy.

Article 13. The Bank is not responsible for performing orders made by a proxy whose powers were withdrawn, unless it was notified in advance and in writing to this end.

Article 14. The Bank does not accept power of attorneys, requests/orders for actions under power of attorney, if more than ten years have expired from the date on which Client's signature was certified by a Notary Public by the date of the proxy's appearance in the Bank, recorded as of the date of each and every requested action/order under authorisation.

Article 15. (1) Signing and submitting by/via a proxy of a declaration pursuant to the provisions of the MAMLA/RIMAMLA is admissible in the presence of a clause in the power of attorney that the authorised person has the right to sign and submit declarations (declare circumstances) under the MAMLA.

(2) It is not permitted for declarations to be signed/submitted by/via a proxy under Article 142s of the TIPC (Tax Insurance Procedure Code). Accepting a notary certified declaration signed personally by the liable person, submitted to the Bank by a proxy, as a bearer, is permissible.

(3) It is not permitted for declarations to be signed/submitted by/via a proxy under Article 42, Paragraph 2, Item 2 of the MAMLA. Accepting a notary certified declaration signed personally by the liable person, submitted to the Bank by a proxy, as a bearer, is permissible.

# V. Powers of attorney and other official documents prepared in a foreign country

Article 16. (1) Powers of attorneys with signatures certified by a Notary Public abroad, as well as other official documents prepared in a foreign country which are intended to be used in the Republic of Bulgaria, shall be certified with an Apostille or legalised.

(2) Documents issued by the authorities of another country which is party to the Hague convention, shall be certified with an Apostille placed by the respective authorities and in conformity with their professional obligations for certification. The foreign documents that have been certified in this way are not to be additionally legalised and certified.

(3) Regarding the countries with which the Republic of Bulgaria has signed mutual legal assistance treaties for releasing documents from legalisation and other certifications, the documents issued by the foreign country shall contain the necessary particulars, according to the bilateral arrangements, correspondingly accompanied by a Bulgarian translation and a translation certification.

(4) The documents issued by a foreign country that is not party to the Hague convention and with which the Republic of Bulgaria has not entered an effective mutual legal assistance treaty, are subject to legalisation by the Bulgarian diplomatic and consular representatives only if these have been certified by the Ministry of Foreign Affairs of the country where the representative offices are located. The foreign documents legalised by the diplomatic or consular representatives of the Republic of Bulgaria do not need additional certification and are valid for the territory of Bulgaria.

Article 17. Documents drawn in a foreign language shall be presented and accompanied by a Bulgarian translation. The signature of the translator affixed to the translation performed by them, shall be certified by a Notary public in the Republic of Bulgaria.

### VI. Withdrawal of a power of attorney

Article 18. (1) The withdrawal of the power of attorney is to be performed in writing and explicitly by the Client and this shall be done personally in each branch of the Bank.

(2) The Bank does not accept documents, irrespective of their type, with Client's statements on preliminary refusal of withdrawal or refusal of authorisation, as well as waiver of the right of withdrawal or such that contain other terms and conditions which do not allow establishing of the authoriser's actual will.

Article 19. The Bank terminates the provision of payment services in relation to a power of attorney, after it receives notification in the above mentioned manner that it was withdrawn, respectively after the expiration of the defined term, where the effect of the power of attorney is limited by such a term. The Bank is not responsible if it was not informed in a timely manner and in writing about withdrawal of the powers.

# VII. Identification of other persons - clients/business clients

Article 20. Before the Bank enters business relations with a new Business client, it identifies the Client, the persons who manage and represent it, as well as the beneficial owners. The Bank has the right to check the authenticity of the documents presented to it by using data, documents and information from independent sources. The Bank refuses to enter into relations with the client, if it cannot establish and identify the beneficial owners.

Article 21. The bank performs initial registration of the Client only in the presence of its legal representative or after presenting an explicit power of attorney for entering into legal relations which require Client identification.

Article 22. (1) A Client/Business client who would like to use payment services provides the Bank with the following documents and information:

1. Identity document of the legal representative of the Client or a person authorised by them. The legal representatives of the Client – a legal person/other legal entity, the proxies and other physical persons who are to be identified in relation to the Client identification according to the rules for physical persons, including by taking a copy of their identity document. If during the initial registration or when opening an account only an authorised person appears, it is required to present a copy of the identity document of the legal representative.

2. A certificate of current registration in the Commercial Register of the Registry Agency issued no more than one month before the request for opening an account or a certificate of current registration certified by a Notary Public and printed out from the website of the Commercial Register, or a certificate of current registration, printed out from the website of the Commercial Register and certified with the signatures laid by the persons who represent the Client in the presence of the servicing bank employee;

3. Persons subject to entries in other registers (non-profit organisations, condominium, religions etc.) present a certificate of the particular register, verified with the signatures of the persons representing the Client, issued no more than three months before the request for opening an account, a copy of which remains with the Bank;

4. A copy of the incorporation act, respectively Articles of Incorporation or Memorandum of association, used to establish the powers to dispose with the property of the Client. The copy shall be certified with the original signatures laid by the persons who represent it. A legal entity established with regulatory or administrative act shall present a copy of the regulation or administrative act by which it was incorporated. A commercial representation of a foreign entity shall present a document for registration in the Bulgarian Chamber of Commerce and Industry.

5. Where a particular activity is subject to licensing, permission or registration and if the holder performs transactions and operations in relation to this business, they shall present a copy of the particular license, permission or certificate of registration; 6. In the event of representation based on authorisation, an original or notarised copy of the authorisation deed is to

be presented, according to the terms and conditions of Section IV and Section V above; 7. Specimen signatures of the persons who shall dispose of the funds in the account, where the signatures of these

persons shall be laid in the presence of an employee of the Bank or shall be certified by a Notary Public. 8. The Bank also collects additional data and information about its clients by filling in the "Know Your Client"

Questionnaire.

(2) Sole traders present all abovementioned documents, except for the one specified in Item 4;

(2a) The individuals under Article. 3, para 1, items 9 and 11 of the BULSTAT Register Act are registered with a ninedigit code — UIC under BULSTAT, when they open accounts in connection with their business activity or profession;

(3) Legal entities not registered in the Republic of Bulgaria, or an entity which is not a legal person and is registered abroad, present documents which certify the due incorporation and existence, as well as all documents analogous to the above mentioned ones, issued no later than six months as of the submission of the request for opening an account, taking into consideration the requirements of the current law, translated and certified in the respective manner (Section V of these General Terms and Conditions);

(4) The Bank has the right to require upon its discretion other documents about which it shall inform the Client (for example templates – declarations concerning the automated exchange of financial information introduced by the Bulgarian legislation with foreign jurisdictions, bank references, documents for rented premises, paid utilities etc.). Together with the abovementioned documents, the Bank can request from the Client to present other documents depending on the particular product, to conform with the regulatory requirements or to implement good banking practices.

Article 23. The Bank has the right to refuse to enter into contractual legal relations, respectively, to open an account without having to stipulate the arguments for the refusal.

Article 24. (1) Changes in the data of the Client's registration are made after verification before the Bank of the respective circumstances via official or notarised private documents. Changes subject to entry in public registers, are effective in relation to the Bank only from the moment when the latter was notified in writing about the change.

(2) Each Client is obliged to notify the Bank as soon as possible of any change in the data in its registration as a Client of the Bank, (including the data of its beneficial owners), respectively, on the latest update of the data presented to the Bank, and certify it by providing the appropriate documents.

(3) Changes in the data in the registration with the purpose of using specific payment instruments are declared with particular templates according to samples of the Bank.

(4) In the event of an established change occurring in the registration data of a Client of the Bank, including data for management bodies, beneficial owners and business scope for which the Client has not notified the Bank in violation of Paragraph 2 but which are visible from official publicly available sources, the Bank has the right to officially block the Client's account opened with it for performing administrative actions with funds under the latter until the Client submits current data and, where applicable, until the completion of the relevant forms according to samples of the Bank.

Article 25. In the event of concluding a contract for opening a new account/issuing of a new payment instrument, the Client shall only provide current data, if changes have occurred after the initial registration or data required according to the provisions of the contract for the particular payment instrument.

Article 26. If there is lack of clarity in the data about the Client and in terms of the documents presented, the Bank can refuse to perform the transaction until receiving due certification of the changes which have occurred in the data.

Article 27. In the event of changes in the persons authorised, Article 13 of these General Terms and Conditions shall apply.

Article 28. The Bank suspends the execution of orders placed by the authorised person, according to the terms and conditions of Section VI herein.

Article 29. During each operation with the account, the legal representative or the authorised representative of the Client shall identify themselves with a valid identity document according to the powers of attorney and specimens presented to the Bank. The Bank can also request other documents when disposing of an account.

Article 30. Powers of attorney, as well as other official documents drawn in a foreign country/in foreign language, shall be presented to the attention of the Bank according to the requirements of Section V of these General Terms and Conditions.

# VIII. Types of accounts

Article 31. The Bank opens the following types of accounts:

- 1. current accounts;
- 2. savings accounts;
- 3. deposit accounts;

4. accounts of special regime and designation: accounts with guarantee functions (escrow accounts), accounts in favour of a third person;

5. payment accounts for basic operations - PABO;

6. accounts of physical persons necessary in relation to the business or the profession performed by them;

7. other types of accounts different from the abovementioned (budget, liquidation, special – for insolvent companies, etc.), explicitly provided by the law or by the terms and conditions agreed with the Client.

# IX. Payment account for basic operations (PABO)

Article 32. (1) The Bank opens payment account for basic operations in BGN for an indefinite period on which it provides the following services for consideration:

1. using and closing a payment account;

2. depositing of funds in the payment account;

3. OTC (over-the-counter) cash withdrawal from the payment account;

- 4. performing the following payment operations:
- (a) direct debit;

account.

(b) payment operations performed via payment card, including internet payments, ATM cash withdrawal, POS terminal cash withdrawal in a bank;

(c) credit transfers, including orders for regular transactions by payment terminal devices – ATM and POS and over the counter, if available and also via the online banking systems of the Bank.

(2) The Bank can refuse opening a payment account for basic operations (PABO) in the following cases:

1. The Client already has a PABO opened with the Bank, unless notified that the account will be closed.

2. The Client declares that they are a holder of PABO in another bank in the Republic of Bulgaria, unless notified that the account will be closed.

3. Opening the account would result in violating the statutory provisions concerning the prevention of using the financial system for the purposes of money laundering and terrorist financing.

The Bank notifies the Client in writing for the grounds of the refusal, unless the disclosure of this information contradicts the objectives of the national security, public order or legislation concerning the prevention of using the financial system for the purposes of money laundering and terrorist financing.

## X. Transfer of a payment account (current account and PABO)

Article 33. (1) The Bank provides to its Clients the service of transferring the payment account when the payment accounts are being maintained in one and the same currency by suppliers of payment services located in the Republic of Bulgaria.

(2) Information about the terms and conditions for transferring payment accounts, the functions of the transferring and receiving bank during each stage of the procedure and the terms for performance of the particular stages is available at Bank's website – www.ccbank.bg, as well as on paper in each office of the Bank.

# XI. Orders and consents for performance of payment operations and provision of information about the

Article 34. (1) The Client can make orders and provide consents to the Bank in the following cases:

(a) for receiving information about the account status;

(b) for performance of payment operations and receiving cash;

(c) for opening a new account or closing an existing one; or

(d) for performing another operation related to the account.

(2) A payment order can be issued in writing on paper or online, if this was agreed between the parties. Payment orders sent online shall conform to the requirements of the Electronic Document and Electronic Certification Services Act.

(3) The Client's consent to perform a certain payment transaction can also be given through the recipient.

Article 35. Prior to performing the order of the Client the bank undertakes measures directed to establishing whether the order was submitted by the Client and whether the order is clear and unambiguous.

Article 36. The bank shall consider the order as submitted by the Client if it was submitted by any of the authorised persons of the Client and:

- the order was submitted in a document on which a signature was affixed regarding which the bank has reason to think that it belongs to the Client or to a person authorised by them. The Client where the latter is legal entity or sole trader, has the right, in person or via their legal representatives, to declare whether they shall affix a seal (in the case of legal entities) or a stamp (in the case of sole traders) onto the banking documents (requests, specimens, contracts, declarations, payment orders etc.), as a prerequisite for legal validity of its declarations of will to the attention of the Bank.

In the case of opening an account of a Client that is a legal entity, the Client shall present a specimen of its seal (in the case the latter has declared it would be laying such as a prerequisite for the legal validity of its declarations of will to the attention of the Bank), and specimen signature of the persons (legal representatives and proxies) who have the right to dispose of the Client's account (specimen) which the Bank compares to the signature and seal laid onto each order submitted to be performed. In the event of opening an account of Client that is a legal entity, the Client shall present a specimen of its seal (if the latter has declared it would be affixing such as a prerequisite for the legal validity of its declarations of will to the Bank), and specimen signature of the persons (legal representatives and proxies) who have the right to dispose of the Client's account (specimen) which the Bank compares to the signature and seal laid onto each order submitted to be performed.

- it has been certified, that the person submitting the order to a branch of the Bank is the Client with whom the bank has contractual relations or a person authorised by them;

- where necessary, a payment instrument issued by the bank of the Client was used.

Article 37. The bank accepts that the information in the order submitted for it is correct except in the event of a visible error. In particular, it accepts as correct the specified number of the account which is to be debited or credited except in the cases in which it establishes that there are inconsistencies in the details on the payment order (the specified IBAN, BIC or names of the holder and/or recipient) and the ones specified in the information system of the Bank. In this case the Bank has the right not to perform the order until a correction of the inconsistencies is made.

Article 38. The Bank has the right to refuse performance of the payment operation in the event of limitations concerning the current legislation, the applicable rules for the execution of the particular payment operation or the terms and conditions agreed between the Bank and the Client, where the account is being kept. The Bank has the right to ask for providing of additional information or additional documents necessary for the performance of a certain order, if this is provided by a regulation. The lack of such information and/or documents provides the Bank with the grounds to refuse performing the order.

Article 39. The Bank has the right not to perform, delay or stop the execution of a payment order respectively, in the event of doubt that the latter is not in conformity with the requirements of the MAMLA, the Rules for its implementation and the Measures against the Financing of Terrorism Act (MAFTA) as well as in the cases where additional checks are to be performed to establish facts and circumstances related to the implementation of these regulations.

Article 40. The Bank has the right not to perform a payment order if the Client does not provide the Bank with all the necessary documents according to the Foreign Exchange Act, Ordinance No. 27 of the Bulgarian National Bank for the statistics of the balance of payment, the international investment position and statistics of securities, Ordinance No. 28 of the Ministry of Finance and the Bulgarian National Bank on the information and documents presented to the providers of payment services when executing cross-border transactions and payments towards third parties and other applicable statutory provisions.

Article 41. The Bank also has the right to refuse to execute a payment order where:

1. on the date of executing the payment operation, the Client has not provided the amount necessary for executing the transaction and for payment of the fees and commissions due to the Bank and the other participants in the payment process, or 2. when the Client has provided a payment order that was not prepared properly and/or does not contain all required standard particulars, necessary for the execution, including if it contains incorrect, incomplete or missing data, or 3. the execution of the payment order by the Bank would result in violations of the imperative provisions of the Bulgarian legislation, judgements or other acts that are mandatory by law.

Article 42. The Bank also has the right to refuse to perform a specific order, including payment order or to verify the account of the Client when it has reasons to think that the performance of the order could expose the bank to a risk of sanctions or measures of administrative enforcement from any government, regulatory or enforcement body.

Article 43. If the Bank has a reason to think that the performance of an order, including a payment order, could damage the goodwill of the Bank, it refuses to fulfil the order, respectively to credit the account of the Client.

Article 44. (1) The Bank does not establish professional and commercial relations with persons whose business scope involves trading/distribution of virtual/crypto currencies.

(2) The Bank does not execute payment operations related to trading with virtual currencies (crypto currency, bitcoin etc.), nor payment operations towards platforms trading in these types of currencies. In the event of receiving payment orders in favour of persons related to trading in virtual currencies (crypto currency, bitcoin etc.) or ones trading in virtual/crypto currencies, the Bank does not perform the payment operation and reimburses the funds to the ordering party's account.

Article 45. Having received a payment order from the Client, the Bank has the right to determine how to perform the order, except in the event of payments in BGN on the territory of the Republic of Bulgaria when the method is determined by the ordering party by the payment order.

Article 46. Payment from a payment account of the Client is made only upon order or with a preliminary agreement of the Client up to the amount and under the conditions specified by them. The previous provision is not applicable with regard to enforcement according to the procedure established by law.

Article 47. Dispositive action with an account of or opened in favour of a person who is not of full legal age or has been interdicted, shall be performed in conformity with the statutory requirements, with the permission of the regional court at the person's residence. The permission issued by the regional court is not necessary for disposition by a person not of full legal age, or by a limitedly interdicted person of funds received as a result of their own labour relations or scholarship.

Article 48. The power of attorney of a person who is authorised to dispose of funds in the account, shall be certified by a Notary Public. The certified by a Notary Public power of attorney shall be presented to the Bank in original, and its original, a copy certified by a Notary Public or an ordinary copy shall be left in the Bank, and the latter is certified by the proxy who presented it before the Bank and Bank official in charge, whereupon each and every of them shall write down onto the copy the inscription "True copy" in their own hand, their signature, full names according to an identity document, the date and place of certification. The Bank is not responsible for performing orders made by a proxy whose powers were withdrawn, unless it was notified in advance and in writing to this end.

Article 49. The authoriser has the right to limit the representative power of the authorised person in terms of:

- validity term of the power of attorney;

- amount(s) the authorised person has the right to dispose with;

- the Bank branches from which the authorised person has the right to dispose with the account, but not in terms of the right to dispose with (parts of) account balances defined according to particular feature (for example, with ones received in the account only on explicitly defined grounds – from pensions, subsidies etc.)

Article 50. The Client undertakes to keep confidential the data of the persons with dispositive rights under their payment account and the data necessary for accessing (disposing with) the account online, as well as not to allow persons who are not authorised under the present agreement and the law to access and initiate payment operations from the Client's account. The liability for violating the abovementioned obligation shall be borne by the Client.

Article 51. The order or agreement for performance of the payment operation or of a sequence of payment operations is given by the Client prior to the performance of the operation by means of presenting payment documents compiled by them at the bank.

Article 52. Client's order or consent for the performance of payment operation can be withdrawn by the Client at any time, but no later than the time at which the payment operation has become irrevocable as follows:

1. The Client cannot revoke the payment order after it has been received by the supplier of payment services of the payer.

2. Where the payment operation has been initiated by the service provider or by/via the receiving party, the payer cannot revoke the payment order after having given consent to the service provider in terms of payment initiation or after having given consent for performing the payment operation in favour of the receiving party.

3. When the Client and the Bank agree that the payment order shall be done on a specific day or on the day following the expiration of a specific time limit, or on the day on which the payer provides to the provider of payment services the necessary funds for performing the order, the Client can revoke the payment order until the end of the business day preceding the agreed day at the latest.

4. In the event of direct debit the payer can revoke the payment order until the end of the business day preceding the agreed day for debiting the account, at the latest.

5. The Bank has the right to charge a fee for a revocation of the payment order by the Client, according to the currently effective revocation Tariff of the Bank.

6. Upon withdrawal of the consent for performance of a series of payment operations, all future payment operations are considered as not permitted.

Article 53. The Bank accepts and performs orders for payment operations containing the particulars specified in Ordinance No. 3 of the BNB. The payment order can contain other data, including data necessary for completion of the requirements under other regulations.

Article 54. The Bank has the right to define daily limits for cash withdrawal or require notification in the event of cash withdrawal exceeding a specified amount. In the event of depositing an application for cash withdrawal, the client shall have the necessary funds available as of the date and time of submitting the application.

Article 55. The Bank has the right to request that a minimum balance is maintained on the account as specified the in Bank's Tariff. In the event of a default under this obligation, the Bank has the right to close the account in the manner defined in the General Terms and Conditions.

Article 56. Payment orders submitted/sent online shall conform to the requirements of the Electronic Document and Electronic Certification Services Act.

Article 57. In the event of executing a credit transaction in a currency different from BGN, the payment order can contain data different from that defined by Ordinance No. 3 of the BNB.

Article 58. The Client shall have the necessary funds available in the account specified with the Bank for effecting the payment as of the date defined for executing the order.

Article 59. In the event of submitting payment orders for cross-border credit transactions, the Client shall provide information about the value date of the transaction.

Article 60. The Bank accepts that the Client provided their consent for the Bank to process their payment order, after making sure it is authentic.

Article 61. Payment order for a credit transaction is to be drawn by the payer who is liable for the consequences that result from an inaccurate drawing. If the payment order was drawn by a Bank employee, the Client shall check it before signing it and with the fact of signing declares it was drawn in an accurate and precise manner, agrees with it and is liable for the consequences that result from an inaccurate drawing.

# XII. Transferred and received amounts under a payment order/payment operation

Article 62. The bank is obliged to transfer the amount of the payment operation without deducting fees from it.

Article 63. A payment order can be executed only up to the amount of the available funds in the payment account and up to the amount of the funds provided by the user for executing the payment operation or up to the amount of the agreed loan, if any or under the terms of Article 13 of the Law on Consumer Credit / the contract for opening an account provides for the possibility for the consumer to exceed the availability of the account or the agreed amount of overdraft/. In the event that the specified conditions are not met, the Bank refuses to execute the payment order, applying Article. 84 of the ZPUPS. The Bank executes a transfer from the Client's account if there are funds in it covering the amount of the ordered transfer and the due fees and commissions.

Article 64. No partial transactions on different payment orders or requests for direct debit are allowed, except for the cases of enforcement according to the established statutory order, when executing ex officio corrective transaction and/or when exercising the Bank's right to deduction or ex officio collection of amounts.

Article 65. Upon taking a decision whether the Client has the necessary funds available in the specified account with the bank for performing a credit transaction the Bank:

(a) sums up the available balance on the account of the Client and the amount of the granted by the Bank overdraft limit (if any) and

(b) reduces the abovementioned amount with the amount of payments which the Client has ordered to the Bank to be performed from this account of the Client and which the bank has still not performed (including all amounts for payments from the bank card of the Client which the bank has authorised), as well as the due by the Client bank commissions.

Article 66. The bank does not take into account any regular future incoming amounts in the account of the Client, nor any amounts received after the Bank has decided not to perform the payment in terms of the payment order of the Client.

Article 67. If a Client orders a credit transfer from their account when there are no necessary funds available on date on which the payment should be done, the bank refuses to perform the payment.

Article 68 (1). The payment orders shall be executed in their integrity and chronologically, in the sequence in which they were received by the provider of payment services in conformity with the requirements of the chapter five of the Payment Services and Payment Systems Act.

(2). Outgoing and incoming instant Blink payments shall be executed in real time on the current day. The Bank executes orders for instant Blink payments in BGN for amounts up to BGN 30 000.00 /thirty thousand/, including, submitted and accepted through the electronic channels for Internet banking agreed with the Client, 24 hours a day, each calendar day of the year, with immediate or close to immediate processing after initiation of the payment by the Client and approval for execution. The Bank does not accept Blink instant payment orders with a specified future execution date and is not liable, if the payee's payment service provider is unavailable through the Instant Payments System.

Article 69. If the Bank receives a payment order drawn up as originating from the Client and there are reasonable doubts that this is not true or because of any other reason for example doubts of fraud, the Bank can request the Client to verify the authenticity of this payment order (in writing or verbally), and the Bank shall not perform it until it receives confirmation by the Client. In such a case the Client shall confirm the payment order as quickly as possible in order to avoid a delay in performance of the latter by the bank. The bank shall not perform the payment until it has received the confirmation by the Client.

Article 70. (1) According to the international and local legislation the Bank in its capacity of a provider of payment services, performs the received credit transactions if the electronic message for the transfer contains the minimum required information about the payer (ordering party of the transfer), namely:

1. for transfer of funds, when the provider of payment services of the payer is established in the EU – there is information about payer's payment accounts and recipient's payment accounts, unique identifier of the transaction respectively, when the transaction is not being executed from or towards a payment account.

2. for transfer of funds, when the provider of payment services of the payer is established outside the EU, the following information:

2.1. for the payer:

(a) name of the payer;

(b) number of payment account of the payer;

(c) the address of the payer, number of the official identity document, client identification number or date and place

of birth.

2.2 for the recipient:

(a) name of the recipient; and

(b) number of payment account of the recipient;.

If the transfer is not effected from or towards a payment account, the transfer of funds is to be accompanied by the unique identifier of the transfer instead of the number(s) of the payment account(s).

(2) "Client identification number of the payer" shall mean:

National Identity Number (NIDN);

Alien Registration Number (ARNU);

Tax Identification Number (TXID);

Customer Identification Number (CUST).

Article 71. The Bank, in its capacity of provider of payment services to the recipient shall implement effective procedures in order to establish whether the fields with the information about the payer and the recipient in the messaging system or the particular payment or settlement system, utilized for executing the transaction of funds were filled in, while using the characters or elements which are admissible in conformity with the rules of the particular system.

Article 72. In the event the Bank receives a credit transfer in favour of the Client, in which the abovementioned information about the payer and the recipient is missing or incomplete, or it was not filled in by using the characters or elements that are admissible in conformity with the rules of the messaging system or the particular payment or settlement system, the Bank has the right to refuse executing the transaction or require the complete information about the payer or the recipient, under Regulation (EU) 2015/847 on the information accompanying transfers of funds, including before crediting the recipient's payment account or providing to the Client access to the transferred funds.

Article 73. In the event of received payment in BGN or in other currency, the Bank verifies the sum or its equivalent according to its official declared exchange rate buy/sell to the account, corresponding to the specified in the electronic message IBAN of the recipient. In the event that the account individualised with the specified IBAN was closed, the Bank returns the transfer to the ordering party.

# XIII. Receiving a payment order

Article 74. The moment of receiving a payment order is the time in which the Bank receives the payment order submitted directly by the payer or indirectly by or through the recipient in the corresponding office of the Bank. The account of the payer shall not be debited before the payment order is received.

Article 75. When the time of receiving is not on a business day for the Bank, the payment order is considered received on the next business day.

Article 76. Payment orders are accepted within the business hours for Clients for the particular bank office. Article 77. Table of the cut-off times in terms of currency types for ordering currency transfers on the value date (day D)

currency	Term for depositing/accepting the order (Bulgarian local time)			
EUR	until 15:00 a.m.			
USD	until 15:00 a.m.			
GBP	until 01:00 p.m.			
CHF	until 01:00 p.m.			
JPY	No transaction can be ordered on the value date; Earliest value date <b>D</b> +1;			
CAD	until 01:00 p.m.			
DKK	until 11:00 a.m.			
SEK	until 11:00 a.m.			
NOK	until 11:00 a.m.			
PLN	until 01:00 p.m.			
CZK	until 01:00 p.m.			
RON	until 01:00 p.m.			
TRY	until 10:30 a.m.			
RUB	until 01:00 p.m.			
MKD	until 02:30 p.m.			
all other currencies	No transaction can be ordered on the value date; Earliest value date <b>D+2</b> ;			

Article 78 (1). Orders for payments which are to be done via RINGS are accepted by the bank until 3:00 p.m. of the corresponding business day. No transfers are allowed on RINGS with future date of performance.

(2). A payment order to be made through RINGS can be ordered with a future execution date. The order shall be deemed to have been received by the Bank on the day, specified by the Client in the payment order for future execution. The order may be revoked by the Client at the latest by the end of the business day, preceding the day for execution, specified by the Client.

Article 78a. Payment orders in BGN, ordered with a current date of execution and accepted by the Bank until 19:30 p.m., are executed by the Bank via BISERA6 on the same business day. Payment orders in BGN, ordered with a current date of execution and accepted by the Bank after 19:30 p.m. are executed by the Bank via BISERA6 on the next business day. A payment

order in BGN can be ordered with a future execution date. The order shall be deemed to have been received by the Bank on the day, specified by the client in the payment order for future execution. The order may be revoked by the Client at the latest by the end of the business day, preceding the day for execution, specified by the Client.

Article 79. When the submitting Client of the payment order and the Bank agree that the payment order shall be done on a specific day or on the day following the expiration of a specific time limit, or on the day on which the payer provides to the provider of payment services the necessary funds for performing the order, the time of receiving the payment order is the agreed day, and if this day is not a business day for the Bank – on the next business day.

Article 80. When the bank refuses the performance of the payment order or to initiate a payment operation, the refusal and the reasons for it, if possible as well as the procedure for correction of factual errors leading to refusal, are submitted to the Client except if there is a prohibition for granting such information according to a different than PSPSA, law or act of the European Union. The Bank provides or ensures to the Client the notification in due time in an office of the Bank and/or via e-mail within the terms for performance of the payment operation according to Article 86 of the General Terms and Conditions.

Article 81. The Bank has the right to calculate a fee for giving the notification if the refusal for performance of the payment order is objectively grounded to an amount according to the current Tariff of the Bank.

Article 82. When all conditions provided in the framework agreement are at hand and the Client is a payer, the Bank has no right to refuse the performance of an approved payment order, regardless of the fact whether it was submitted by the Client or by or through the receiving party, except if for the performance of the order there is a limitation according to a certain regulation.

Article 83. The Bank has the right to ask the Client to provide additional information and/or documents related to the grounds for ordering the payment operation or transfer to which the payment is effected, according to the requirements of the current legislation. In the event the client refuses to provide the Bank with the requested additional information and/or documentation concerning the payment operation, the Bank has the right to officially block the Client's account opened with it for execution of disposition actions with funds under the latter until completion of the obligation which can result in delay or refusal to execute the payment operation.

Article 84. For the purposes of Article 87, Paragraph 2–6, Article 91, 92 and Article 93, Paragraph 1 of the Payment Services and Payment Systems Act a payment order whose execution was refused, is regarded as non-received.

Article 85. By accepting these General Terms and Conditions, the Client undertakes to cooperate to the Bank if it is necessary to clarify the banking operations them performed by it or the amounts received to their accounts, as well as to provide the Bank with additional information and/or documents which could be requested by it in relation to the performance of its obligations under the MAMLA, MAFTA and the international legislation in this area, whereas in the event the Client violates the obligations under this article and/or on grounds of a resolution passed by a competent body, the Bank reserves its right to unilaterally terminate its relations with the Client.

### XIV. Terms for performance of payment operations

Article 86. (1) The terms for performance of payment operations specified below are applied for payment operations in BGN, EUR or related with one time exchange of currency between BGN and EUR under the condition that the exchange is done in the Republic of Bulgaria as well as in cases of cross-border payment operations, when the payment operation is made in EUR.

(2) Crediting the payment account of the provider of payment services of the receiving party for the amount of the payment operation shall be made until the end of the next business day after the moment of receiving of the payment order at the latest. This term can be one day longer in the event of initiation of payment operations on paper.

(3) When performing of payment operations in BGN between providers of payment services, participating in the RINGS payment system or in a payment system with access to RINGS, crediting of the payment account of the provider of payment services of the receiving party is to be made on the next business day on which the payment order was received.

(4) When the Client is also a receiving party, the Bank specifies the value date of crediting of the account and provides in the payment account the amount on the payment transfer no later than the business day on which the account of the bank was credited with the amount of the payment operation. The value date for crediting the payment account of the Client when the latter is also a payer, shall be made no earlier than the time when the payment account was debited with the amount on the payment operation.

(5) When the Client is also a receiving party, the Bank submits to the provider of payment services the payment order received by or through the Client according to the terms agreed between the Client and the Bank, so that there is a possibility for settlement on the agreed date.

(6) When cash is deposited by the Client holder of a payment account with the Bank in the currency in which the respective payment account was opened, the Bank provides the amount and specifies the value date for crediting the account immediately after the time of receiving the funds.

Article 87. (1) In the event of payment operations in currency different from the abovementioned ones in Article 86 of these General Terms and Conditions, the terms under Article 86 are applicable, unless the Client and the Bank have agreed otherwise.

(2) In the event of payment operations executed within the European Union, the terms agreed under Paragraph 1 shall not exceed four business days after the time of receiving the payment order.

#### XV. Performance of direct debit in BGN

Article 88. In the event of payments effected via direct debit in BGN when the Client is a payer, they shall give their consent to the Bank in advance and a copy of the consent shall be sent to the recipient. The Client draws up the consent for direct debit with contents according to the requirements of Ordinance No. 3 of the BNB and is liable for the consequences that may result from its inaccurate drawing.

Article 89. When the Client is also a recipient, the Bank accepts the order for direct debit and submits it to the provider of payment services of the payer without checking the reason for using the direct debit service. For initiating a direct debit, the Client draws up the consent for direct debit with contents according to the requirements of Ordinance No. 3 of the BNB and is liable for the consequences that may result from its inaccurate drawing.

Article 90. Before executing an order for direct debit, the Bank checks whether:

1. there is preliminary consent of the Client for direct debit;

2. there are enough funds available or an approved loan amount in the account of the Client for the performance of the order for direct debit;

3. the conditions for performance of order for direct debit are fulfilled, including whether the documents, required for its performance are available if the submitting of such is agreed.

Article 91. A payment order for direct debit shall be executed within the term under Article 86, Paragraph 2 of these General Terms and Conditions, as of the date on which the conditions of Article 90 are met. Provided that within five business days after receipt of the order for direct debit none of the conditions for its performance according to Article 90 of the General Terms and Conditions occur, the Bank refuses to perform the order for direct debit and informs the provider of payment services of the recipient.

#### XVI. Execution of direct debit in currency different from BGN

Article 92. (1) When executing direct debit in currency different from BGN, the payment order and the consent for direct debit can contain data different from the one specified in Ordinance No. 3 of the BNB.

(2) When executing direct debit in a currency different from BGN, other sequence and procedures for providing the consent and executing the direct debit can be followed.

#### XVII. Payment orders for cross-border credit transfers and performance terms.

Article 93. In case t the Client orders cross-border payment they shall present to the Bank the information necessary for executing the transfer and fill in a sample form approved by the bank. As far as the data about the recipient is concerned, the Client shall define the exact and full number of the account or IBAN (for the countries which have accepted the IBAN standard) and if necessary – BIC of the recipient's bank. In the event of ordering transfers in EUR towards accounts in banks located within the European Union, the Client is not required to define in the payment order the business identification code (BIC) of the recipient's bank and this code shall be defined in an unambiguous manner by the recipient's IBAN provided by the Client. In this respect, the Client shall define in the payment order an existing and correct IBAN, opened for the account of the transfer.

Article 94. (1) A Client who effects a cross-border transfer or payment towards a third party in the amount of BGN 30,000.00 or more, or their equivalent in another currency is to provide the Bank with documents and information according to Ordinance No. 28 of the BNB.

(2) Regarding the cases under Paragraph 1, the Client is to present the following documents to the Bank:

1. for the import of goods – a contract, an invoice, a customs declaration (EAD) or other document for import;

2. for the delivery of goods or services – a contract, an invoice, a declaration or other document verifying the grounds and amount of the transfer or payment;

3. for employment and non-employment remunerations – employment agreement, management agreement, civil agreement, invoice or other document verifying the grounds and amount of the transfer or payment;

4. for royalties and license remunerations – a contract, an invoice or other document verifying the grounds and amount of the transfer or payment;

5. for providing personnel, for education, training, qualification and re-qualification – a contract, an invoice or other document verifying the grounds of the transfer or payment;

6. for payment of pensions – a document verifying the payment grounds;

7. for support of diplomatic and consular representations of the Republic of Bulgaria, representations of ministries and agencies or representative offices of local persons abroad – document verifying the grounds of the transfer or payment;

8. for membership in an international organisation – a document issued by the particular international organisation;

9. for dividends and liquidation shares – a resolution passed by the General Meeting of the company;

10. for the incorporation, acquisition or transfer of an enterprise – a resolution passed by a competent body of the company and a contract;

11. for the acquisition of securities, shares, stocks, compensatory instruments, investment bonds and other financial assets – a document verifying the grounds of the transfer or payment;

12. for granting or repayment of a loan, including interest – loan agreement;

13. for the acquisition of real estate or movable property, road vehicles, aircrafts or vessels – a contract, an invoice or other document verifying the grounds and amount of the transaction or payment;

14. for fines, default payments and compensation for the loss of profit – a contract, an invoice or effective judgement of a legal authority verifying the grounds and amount of the transfer or payment;

15. for subscription for printed and digital editions – a contract, an invoice or other document verifying the payment grounds;

16. for pledges, profits or prises from participation in gambling, for participation in international competitions, contests, conferences, festivals, fairs or other similar events -a document verifying the grounds and amount of the transaction or the payment;

17. for support or other amounts due under resolutions passed by local or foreign legal authorities – an effective judgement of a legal authority;

18. for foreign currency transactions the amount of which does not exceed the amount of the currency deposited with a bank in the country - a certified copy of the document verifying the receiving of the transfer;

19. for transfers in foreign currency acquired from deposit of a testator – a certificate for heirs and excerpt of the testator's account.

(3) If the ground for executing the cross-border transaction or payment towards a third party is not among the above mentioned in Paragraph 2, the Client provides the Bank with another document verifying the grounds and amount of the transfer or payment.

(4) If the Client does not have a document verifying the grounds and amount of the transfer or the payment including on the occasion of executing a transfer to their own account, as well as when the grounds and amount of the transfer or the payment are certified by an electronic document, reproduced on paper as a certified transcript, they specify these circumstances in the declaration under Paragraph 1.

(5) If the Client orders the execution of a cross-border transfer or payment towards a third party in the amount of BGN 30,000.00, or more of their equivalent value in other currency which is an income subject to taxation under Article 37 and 38 of the Taxation of the Incomes of Physical Persons Act or under Article 194 and 195 of the Corporate Taxation Act, they fill in the declaration under Paragraph 1 the amount of the tax withheld, respectively the particular country in the Appendix of the Double Taxation Avoidance Agreement.

(6) Presenting documents according to this Article before the Bank which are drawn in another country or in a foreign language is to be performed according to the clauses/requirements of Section V of these General Terms and Conditions.

Article 95. (1) In case the Client orders payment in a currency different from EUR in favour of the recipient, whose account is in a bank in the European Union, the Bank provides the amount of such payment to reach the payment institution of this person no later than four business days after receipt of the payment order of the Client. The institution receiving such payment is obliged to credit the account of the recipient with it on the day on which it has received the payment.

(2) In case the Client orders payment in favour of a recipient with an account in a payment institution outside the territory of the European Union, the Bank ensures that the amount of such payment shall reach the payment institution of this person no later than four business days after receipt of the payment order of the Client. This, however, does not mean that the account shall be credited on this day since this depends on the banking practice of the respective country.

(3) The Bank does not control and is not responsible for the time of execution and the value dates which other providers of payment services implement when processing ordered or received credit transfers.

Article 96. Upon performance of an international payment, the Bank acts from the name and on behalf of the Client with a view of which the Client and the recipient of the payment should have performed all local legal requirements regarding the payment. In case the Bank pays the respective costs as a result of failure to comply this obligation, the Client is obliged to reimburse them to the Bank as well as to compensate it for the losses incurred.

Article 97. In order to perform a specific cross-border payment, the Bank may have to perform it by means of a mediating bank. In such cases the Bank chooses the mediating bank.

#### XVIII. Correction and cancellation of payment order for a cross-border transfer.

Article 98. Provided that the Client orders a change or cancellation of the payment order deposited before the Bank, the Bank sends to the payment institution of the recipient the corresponding notification about change or revocation of credit transfer for which it charges the Client additionally, and besides the commission fees of the Bank, the Client pays the commission fees of the foreign payment institutions for such correction or revocation of transfer. Cancellation and return of a credit transfer ordered by the Client is possible only with the consent of the recipient of the transfer.

#### XIX. Charges and fees

Article 99. In the event of payment operations in the currency of a member state effected within the European Union and for which the providers of payment services of the payer, as well as of the recipient or the only provider of payment services to the payment operation are within the European Union, the recipient pays the fees collected by their provider of payment services, and the payer pays the fees collected by their provider of payment services.

Article 100. The terms and conditions according to which the Bank accepts to execute the orders for credit transfers with instructions in terms of costs, in cases different from the ones defined in Article 99 of these General Terms and Conditions are the following:

(1) "The costs for the transaction are shared" (SHA) – the recipient pays the costs (fees, commission, etc.) collected by its provider of payment services and the payer pays the costs (fees, commissions, etc.) collected by their provider of payment services. In the event of an ordered credit transfer the costs of the Bank are for the Client's account, and the costs of the other banks (recipient's bank and the intermediary banks) are for the account of the recipient.

(2) "All costs for the transaction are for the payer's account" (OUR) – in the event of preliminary agreement between the parties regarding the transfer and in conformity with the following terms and conditions: the payer has specified the exact amount which is to be received in the recipient's payment account and has accepted to pay in full, and in addition to that amount, the Bank's costs and also the costs of the other providers of payment services included in the payment chain. The Bank does not approve payment orders with the "OUR" instruction when the transfer is in favour of a recipient whose account is in a country of the European Union and is in the currency of a member state.

(3) "All costs for the transaction including the ones of the Bank shall be borne by the recipient" (BEN) – in the cases when the recipient's account is in a bank outside the European Union, irrespective of the payment currency. The Bank does not approve payment orders with the "BEN" instruction when the transfer is in favour of a recipient whose account is in a country of the European Union and is in the currency of a member state.

# XX. Performance of cross-border credit transfers received in favour of the Client.

Article 101. In the event the Bank receives a cross-border credit transfer which contains an existing IBAN of a client of the Bank, as well as the necessary information about the payer, under Article 70 of these General Terms and Conditions, the Bank executes the received payment order and credits the IBAN stated in the transaction.

Article 102. The Bank is not obliged to credit the Client's payment account before the funds of the credit transfer to enter its account. The Bank provides the Client with the amount to dispose with after making sure that the amount of the credit transfer has entered the Bank's account. The Bank credits the Client's account within the current business day if the time of receiving the transaction registered by SWIFT, or the time of receiving the file with the credit transfer received from the payment system or the Correspondent Bank is until 4:30 p.m. inclusive. If this time is after 4:30 p.m., the Bank reserves its right to credit the Client's account on the next business day.

Article 103. If the Bank receives a cross-border credit transfer in favour of the Client in which there is specified that the Client is to accept the bank commission fees of the Bank for the received transfer ("SHA" or "BEN" charging code) upon crediting of the account of the Client with the Bank with the amount of the transfer, the bank charges officially with a single operation this account of the Client with the bank commissions for receiving of the transfer.

Article 104. If the Bank receives a cross-border credit transfer in favour of the Client in which it is specified that all bank commission fees are taken by the ordering party ("OUR" charging code), the bank credits the specified account of the Client with the Bank with the amount of the transfer and doesn't charge the Client with commissions for receiving the cross-border transaction in foreign currency. The Bank requires from the payment institution which is the sender of the credit transfer to pay the commission fees to the Bank for the transfer for the account of the payer. In the event that within 1 (one) month of the date of the request the Bank does not obtain the due commission fees in full, the Bank reserves the right to deduct them from the Client, by officially debiting their account with the Bank.

#### XXI. Currency conversion

Article 105. In the event that the Bank receives a credit transfer in favour of the Client in foreign currency, different from the currency of the account of the receiving party, the Bank performs the received transfer by using the current arbitrary foreign exchange rate (specified by the bank in its offices) as at the moment of crediting of the account of the receipient, except if otherwise agreed. If the Bank does not quote the respective currency, it has the right to return the transfer. The currency exchange rates of the Bank are predefined by the current market conditions and can be changed correspondingly. In view of the above

mentioned it is possible to have a mismatch between the amount in particular currency at the time of submitting the order and at the time of its execution (recording) which results in the impossibility to execute the order, because of insufficient balance. In this case the Bank has the right to refuse to execute the order. The Client agrees that in all cases of currency conversion specified in these General Terms and Conditions, the conversion to be performed ex officio by the Bank.

#### XXII. Performing payments with preliminary agreement by the holder of the account

Article 106. If the Client has a payable obligation to the Bank, the latter can collect the amount due from an account of the Client opened with it on grounds of written agreement of the Client which is regarded as granted with signing of the agreement with the Bank.

# XXIII. Information prior to the performance of a payment operation

Article 107. When the Client as payer requests the performance of a single payment operation under a frame agreement, upon receipt of the request from the Client the Bank provides the explicit information about the maximum term of performance and about the fees and commissions to be paid by the Client, and if applicable, specifies them in view of type and value.

# XXIV. Information provided to the Client with regard to single payment operations under a framework agreement

Article 108. (1) After the account of the Client is charged with the amount of a single payment operation under the agreement or if the Client does not use a payment account – after having received the payment order, the Bank immediately provides them the following information on hard copy or electronically (by e-mail):

1. registration number of the payment operation and, if needed, information regarding the recipient;

2. the amount of the payment operation in the currency in which the payment account of the Client is debited, or in the currency specified in the payment order and the grounds for the operation, if applicable;

3. information about the amount of all fees and interest due by the Client in relation to the payment operation specified by type and value;

4. the foreign exchange rate used by the Bank in terms of the payment operation and its value after the currency conversion;

5. the value date of debiting of the payment account or the date of receiving of the payment order.

(2) The Client can request the information under Paragraph 1 to be provided or made available at least once monthly, for free and in the agreed manner which allows them to store and reproduce the information in an unaffected manner.

(3) Regarding a payment operation executed by the Bank in relation to an obligation of the Client under a credit card issued by the Bank according to Article 106 of these General Terms and Conditions, the information under Paragraph 1 can also be additionally sent via SMS to a mobile phone specified by the Client.

Article 109. After the performance of a single payment operation under the agreement, the Bank presents in due time to the Client, when the latter is also a recipient on hard copy or electronically (by e-mail) the following information:

1. registration number and information about the payer as well as all other information accompanying the payment operation;

2. the amount of the payment operation in the currency in which the payment account of the Client is debited;

3. information about the amount of all fees and interest due by the Client in relation to the payment operation specified by type and value;

4. the foreign exchange rate used for the payment operation by the Bank and the amount of the payment operation before the currency exchange;

5. the value date of crediting the account of the Client.

(2) The information under Paragraph 1 is to be provided or made available to the recipient at least once monthly, for free and in the agreed manner which allows them to store and reproduce the information in an unaffected manner.

Article 110. The information about all performed payment operations in the current month and in the previous calendar month is provided to the Client at any time upon request over the counter in the offices of the bank.

Article 111. Outside the scope of the stipulations in the preceding Article, the information about all performed payment operations in the previous calendar month is provided or left at the disposal of the Client according to their instruction, once monthly to a specified e-mail or up to the tenth day of the current calendar month – via post, at the address specified by the Client in the contract.

Article 112. Regardless of the selected method of notification and in case the Client has not received the notification, the Bank ensures and provides at disposal of the Client the information about all performed payment operations in the previous calendar month over the counter in the offices of the Bank up to the 20th day of the next calendar month from which date the Client shall be regarded as unconditionally notified about the respective circumstances and information in case the receipt of such information was not verified earlier.

#### XXV. Responsibility

Article 113. (1) When the Client is also a payer in the event of a not permitted payment operation, the Bank immediately reimburses the amount of the not permitted payment operation and no later than the next business day after noticing or being notified about the operation, unless the Bank has reasonable doubts about alleged fraud and notifies the respective competent bodies to this end. If necessary the Bank restores the payment account of the Client in the condition in which it was prior to the performance of the not permitted payment operation. The value date of crediting the payment account of the Client shall not be later than the date on which the account was debited by the amount of the unauthorised payment operation.

(2) In the event the payment operation was initiated via provider of services for payment initiation, the provider of payment services who services the account, reimburses immediately and in each case no later than the end of the next business day the amount under the not permitted payment operation and if applicable, restores the debited payment account in the condition in which it was, before performing the not permitted payment operation.

Article 114. The provision of Article 113 of these General Terms and Conditions is not to be applied and the Client incurs the losses related to all not permitted payment operations resulting from using of a lost, stolen or illegally acquired payment instrument, up to the amount of the losses, but no more than BGN 100.00. The rule under the first sentence is not applicable if the loss, theft or illegal appropriation of the payment instrument could not be established by the Client before the payment, unless the Client acted with fraudulent intentions, or the damage was caused by action or omission of an employee, representative or branch of the Bank.

Article 115. (1) The Client incurs all losses related to not permitted payment operations if they caused them by means of fraud or with the non-performance of one or more of their obligations under Article 189 and the following of the General Terms and Conditions deliberately or because of gross negligence. In these cases the Client incurs the damages regardless of their size.

(2) If the provider of payment services of the payer does not require detailed identification of the client, the payer will not suffer losses, unless they have acted with fraudulent intentions. If the recipient or the provider of payment services of the recipient does not succeed in accepting the detailed establishment of Client's identity, they are to reimburse the material damages suffered by the provider of payment services of the payer.

Article 116. The Client bears no material damages resulting from the use of lost, stolen or illegally acquired payment instrument after due notification of the Bank for this with the exception of the cases when they acted fraudulently.

Article 117. The Client bears no responsibility for material damages, resulting from the use of payment instrument, if the bank does not provide appropriate ways for notification at any time for lost, stolen or illegally acquired payment instrument with the exception of the cases when they acted fraudulently.

Article 118. The Bank corrects an unauthorised or incorrectly performed payment operation only if the Client informed it without an unjustified delay, after finding out about such an operation which causes possibility for claiming their rights including in the event of non-performance, incorrect or delayed performance of payment operations for payments ordered by the payer or recipient but no later than 13 months from the date debiting their account.

Article 119. It is considered that the Client found out about the unauthorised or incorrectly performed payment operation at the latest when receiving the information under Article 110 of these General Terms and Conditions. The lack of immediate notification of the Bank about an unauthorised or incorrectly performed payment operation after this moment is considered an unjustified delay on behalf of the Client.

#### XXVI. Correction of errors

Article 120. When the Bank is liable before the paying Client for incorrectly performed payment operation as a result of which the funds were transferred erroneously to an account with unique identifier different from the one specified in the payment order, or in the event of a not permitted payment operation as a result of which the recipient's account was credited with an amount different from the one specified by the payer in the payment order, or if a payment operation was executed more than once, the Bank has the right to request from the provider of payment services of the recipient the execution of ex officio correction transfer from recipient's account to which the funds were wrongly received within five business days after the date on which the bank has recovered the amount of the wrongly performed payment operation to the account of the Client but no later than one month after it has been notified by the Client or in another way for the incorrectly performed payment operation.

Article 121. The supplier of payment services of the recipient of the incorrectly performed payment operation performs a correction transfer from the account of the recipient to the Bank's account which services the account of the paying Client, or if applicable, to the account of the provider of payment services for initiating payments within five business days from receipt of the request.

Article 122. When an official correction transfer was not performed in the order and within the terms described above, the relations between the parties are settled in the general order.

#### XXVII. Incorrect or invalid unique identifier

Article 123. When the payment order is performed in compliance with the specified in it unique identifier, the order is considered as correctly performed with regard to the recipient specified with the unique identifier.

Article 124. The Bank is not responsible for non-performance or incorrect performance of the payment operation in the event of inaccuracy of the specified by the Client unique identifier.

Article 125. In case of non-performance of payment operation because of invalid unique identifier, the Bank restores the amount of the payment account of the payer on the next business day.

Article 126. In the cases specified above, the Bank takes within the framework of due care efforts for restoring the amount of the payment operation and it has the right to calculate a fee for restoring it in compliance with its current Tariff.

Article 127. The Bank is liable for performing of a payment operation only in compliance with the unique identifier provided by the Client.

Article 128. When a payment order is submitted by the Client as payer, the Bank is liable before the Client for the correct performance of the payment operation except if it proves before the Client or before the provider of payment services of the recipient, that the provider of the payment services of the recipient has received the amount of the payment operation within the term specified in Article 86, Paragraph 1 of these General Terms and Conditions and in this case the provider of payment services of the recipient is liable before the recipient for performing the payment operation correctly.

Article 129. When the Bank is liable under Article 128 of these General Terms and Conditions, it restores to the Client in due time the amount of the non-performed or incorrectly performed payment operation and when applicable, restores the debited payment account in the condition in which it was prior to incorrectly performed payment. The value date of crediting the payment account of the Client shall not be later than the date on which the account was debited by the amount of the payment operation.

Article 130. (1) If the Bank is liable under Article 128 of these General Terms and Conditions, it immediately provides at the Client's disposal, in its capacity of recipient, the amount of the payment operation and if applicable, credits the Client's payment account with the particular amount whose value date is no later than the date on which the account was credited, if the operation was performed correctly, in compliance with Article 89 of the Payment Services and Payment Systems Act (PSPSA).

(2) If the payment operation is performed with delay, the provider of payment services of the recipient, upon the request of the provider of payment services of the payer acting on behalf of the payer, credits the payment account of the recipient with value date not later than the date on which the account was certified, if the operation was performed without delay.

Article 131. (1) If a payment order was submitted by or via the recipient, the provider of payment services of the recipient is liable before the recipient for the correct submission of the payment order to the provider of payment services of the payer in compliance with Article 87, Paragraph 6 of the PSPSA. If the provider of payment services of the recipient is liable under this Paragraph, it immediately delivers the particular payment order to the provider of payment services of the payer. In the event of a delayed submission of the payment order, the value date for crediting the payment account of the recipient with the amount of the operation is to be no later than the date on which the account was credited if the operation was performed with no delay.

(2) The provider of payment services of the recipient is liable before the recipient for the performance of the payment operation in compliance with Article 89 of the PSPSA and provides at recipient's disposal the amount of the payment operation right after crediting the account of the provider of payment services of the recipient with that amount. The payment account of the recipient is credited with the amount of the operation no later than the date on which the account was credited, if the operation was performed correctly.

(3) In the case of not performed or incorrectly performed payment operation, for which the provider of payment services of the recipient is not liable under Paragraphs 1 and 2, the provider of payment services of the payer is liable before the payer and reimburses to the payer without undue delay the amount of the non-performed or incorrectly performed payment operation, as well as the amounts necessary for restoring the payment account in the condition in which it would be, if the operation was not performed incorrectly. The value date for crediting the payment account of the payer shall not be later than the date on which the account was debited by the amount of the payment operation.

(4) Paragraph 3 is not applicable in the cases for which the provider of payment services of the payer proves that the provider of payment services of the recipient has received the amount of the payment operation, even in the case of delayed performance of the payment operation. In this case, the provider of payment services of the recipient credits the payment account of the recipient with value date no later than the date on which the account was credited, if the operation was not performed incorrectly.

Article 132. In cases of revoked or incorrect payment received in the account of the Client, the Bank has right to debit officially the account of the Client with the respective amount.

Article 133. In the event of non-performed or incorrectly performed payment operation ordered by the Client as payer or recipient, the Bank takes action upon request within the frames of due care for monitoring of the payment operation and notifies the Client about the result without requiring from the Client to pay any fees to this end.

Article 134. The bank is liable before the Client for restoring all fees paid by them as well as for reimbursing all interest calculated to the Client as a result of non-performance or incorrect performance, including delay of the payment operation which is due to the Bank's fault.

Article 135. The Client as a payer has the right to request from the Bank restoring of the full amount on the already performed and approved payment operation if it was ordered by or through the recipient and the following conditions were observed:

1. as at the moment of granting permission for performance of the payment operation the exact value was not specified; and

2. the amount of the payment operation is higher than the one expected by the Client with a view to costs for similar operations, the conditions of the framework agreement and other specific for the case circumstances.

Article 136. The request for reimbursement of funds under Article 135 of these General Terms and Conditions is to be addressed by the Client within 56 days from the date on which the account was debited. Upon request of the Bank the Client presents proof regarding the existing conditions under Article 135 of these General Terms and Conditions.

Article 137. Within a period of ten business days from receiving of the request, the Bank restores to the Client the full amount of the payment operation or refuses to recover it by specifying the reasons for the refusal and the bodies in front of which the Client can make an objection if they do not accept the specified reasons for denial.

Article 138. The Client has no right of reimbursement under Article 135 of these General Terms and Conditions, if they have given their agreement for performance of the payment operation directly to the Bank and the Bank or the recipient has given or provided to the Client information about the forthcoming payment operation in the agreed way at least 28 days prior to the day of performance of the payment operation. The information under the previous sentence shall be sent to the address of the Client as specified in the agreement or by e-mail or placed at their disposal in the office of the Bank, and the Bank shall notify the Client in this respect.

# XXVIIa. Imposing and executing seizure on receivables from accounts

Article 138a. (1) In the case of enforcement, directed at the Client's receivables from his accounts with the Bank, from the moment of receipt of the foreclosure notice, the Bank shall be a third liable person and shall not be entitled to transmit to the Client the foreclosed amounts. The Bank checks the foreclosure notice in the formal legal aspect — whether it has been sent and signed by a public enforcement agent or a bailiff and whether it contains all the statutory requisites. In the event that the foreclosure notice contains a payment order, the Bank executes the foreclosure by transferring the outstanding sequestrable amount to that account. In case a security foreclosure has been imposed, the Bank shall, as a keeper of the foreclosed amounts, block them on the accounts of the debtor until further instructions are received from the public enforcement agent or bailiff. In the event that mon-sequestrable amounts are available on the account, the Bank shall provide them to the Client for disposal without deblocking the account by notifying the enforcement agent in accordance with Article 508 of the Civil Procedures Code. The execution of a foreclosure by making an ex officio transfer by the Bank shall not be considered a failure to fulfil the obligations of the Client under the contract and shall not lead to the sanctioning consequences of the contract breach.

(2) The Bank shall have the right to dispose at any time with the balance on the account in compliance with an imposed foreclosure, in case the balance is sequesterable, including with amounts below the permissible minimum balance within the meaning of Article 55 of the General Terms and Conditions, if such is provided for in the contract and in the Interest Rates Bulletin to the Tariff of the Bank. The obligation to maintain a minimum balance in relation to Article 55 shall not prevent operations, carried out ex officio by the Bank in execution of an imposed foreclosure.

Article 138b. (1) At the written request of the Client for effecting an ex officio transfer, containing consent with his non-sequestrable amounts on the account, on which the administered foreclosure is not imposed, to repay the debt under the foreclosure, including until the debt final repayment, and before receiving a payment order from the public/judicial enforcement agent, the Bank may transfer all or part of the blocked non-sequestrable amount accordingly or make periodic transfers of non-sequestrable amounts to the account of the enforcement authority, specified in the foreclosure notice.

(2) In the event that the funds on the Client's account have been formed entirely from non-sequestrable funds, after the Client has provided a request for an ex officio transfer by the Bank, containing his consent with the unsequestrable amounts for the debt, associated with the foreclosure to be repaid, including until its final repayment, the Bank may transfer all or part of the blocked amount accordingly or make periodic transfers to the account of the enforcement authority, specified in the foreclosure notice.

(3) If necessary, the Client shall provide evidence of the non - sequestrability of the funds on his/her account, including by submitting a declaration in accordance with the procedure, approved by the Bank

Article 138c. When a wrong transfer is received in an account blocked in execution of a seizure, due to an error of the ordering party's bank or due to an ordering party's error, and a request for return of the transfer is received (from the ordering party's bank or from the ordering party), after establishing the error and before making the official correction transfer according to the order of Article 96 of the PSPSA, respectively – to return the amount transferred by mistake to the ordering party, in connection with the obligation under Article 508 of the Civil Procedure Code, the Bank notifies the enforcement body which imposed the seizure that an amount was received without grounds or due to error and there is a claim by the bank of the ordering party or the ordering party for its return due to the fact that the holder is a person other than the debtor in the enforcement proceedings.

## XXVIII. Account blocking

Article 139. (1) The Bank has the right to ex officio block a Client's account opened with it for execution of disposition actions with funds under the latter up to the amount and for the term of collection by direct debit, of the amount by which the account is unduly credited/without grounds or as a result of an unauthorised transfer by the ordering party due to a crime and/or fraud, including online computer fraud.

(2) In order to exercise this right, the Bank officially blocks the Client's account (as an illegitimate recipient) and collects from it, by means of direct debit, the amounts received unduly and without grounds and as a result of errors, abuse of rights and fraud, and reimburses them to the over charged payer.

(3) By signing the contract for opening an account with the Bank, the Client accepts these General Terms and Conditions and gives their explicit and unconditional consent and authorises the Bank to block and debit their accounts up to the amount unduly received on his account as a result of error, abuse of rights, fraud, including computer fraud, amounts, collecting them until the recovery of the receivables of the over charged client of the bank from the available and/or future revenues to the Client's accounts.

#### XXIX. Release from liability

Article 140. The responsibility provided for above shall not be borne in the event of extraordinary and unforeseen circumstances beyond the control of the party, invoking the existence of such circumstances, the consequences of which would inevitably occur despite the efforts made to prevent them, as well as in cases where the Bank acted in fulfilment of a statutory obligation under the legislation of the European Union or the legislation of a member state.

## XXX. Term of the agreement

Article 141. The framework agreements for payment services are not limited by time unless the parties have specified a duration in the agreement.

# XXXI. Amendment and termination of the framework agreement. Closing of an account

Article 142. All changes provided in the framework agreement, including those related to changes in the preliminary information (including these General Terms and Conditions), are provided by the Client's Bank in advance on hard copy or electronically (by e-mail) or are announced on the website of the Bank and in the offices for clients, at least two months before the date on which the changes are proposed to become effective.

Article 143. Via the notification, the Bank informs the Client that it considers that the latter has accepted the changes in the terms of the framework agreement, unless it notifies the Bank that it does not accept these changes before the date on which the changes become effective. In these cases the Bank informs the Client that the latter has the right to terminate the framework agreement any time before the date on which it was proposed the changes to become effective without being liable for any costs and compensations. In the event of execution of the right under the previous sentence, the Client is to pay the fees/commissions due according to the current Tariff of the Bank for payment services/execution of operations related to servicing of a payment account.

Article 144. The changes in the applicable according to the agreement interest percentages and foreign exchange rates when due to occurring changes in the applicable reference interest percentage or reference exchange rate are applicable immediately and without previous notification. In these cases the Bank informs the Client about the changes as son as possible by means of presenting them on hard copy or electronically (by e-mail) or by means of notifications on the website of the Bank or in the offices for work with clients.

Article 145. When the changes in the interest percentages, the currency exchange rates or the fees and commissions due are more favourable for the Client they are applicable without preliminary notification.

Article 146. The scope of the provided payment services can be extended upon mutual agreement between the Bank and the Client, whereas the term under Article 142 of the present General Terms and Conditions is not applicable.

Article 147. The Client can terminate the agreement at any time without preliminary notification to the Bank if unless otherwise agreed.

Article 148. In the event of terminating a framework agreement between the Bank and the Client which was effective for more than six months, the Client does not owe the Bank fees or default payment for the termination. Otherwise the Client owes the Bank the payment of fees or default payments defined by the Bank's Tariff.

Article 149. (1) The Bank has the right to terminate a termless framework agreement by a notification of at least two months. The notification is presented to the Client on a hard copy or electronically (by e-mail).

(2) Upon termination of a framework agreement the Client pays the regularly calculated fees for payment services under the agreement proportionally to the expired period of operation of the agreement. If such fees are paid in advance, they are recovered proportionally to the period of termination.

Article 150. Upon non-performance of the obligation of one of the parties under the framework agreement, the other party has the right to terminate it without notification, as the regularly accrued fees paid in advance are not subject to reimbursement. The party at fault is liable for the damages incurred to the non-defaulting party.

Article 151. Upon receiving a notification notice for termination of the framework agreement on behalf of the Bank, the Client is obliged to terminate all money obligations to the Bank under the legal relations of the framework agreement and the related other legal relations (for issuance of payment instruments under the account).

Article 152. Upon termination of the framework agreement, the opened on grounds of the agreement payment account is also closed, and the Bank restores to the holder the remaining funds in the account and returns the received payment documents for the account without performing them.

Article 152a. The framework contract shall not be subject to termination if there is a balance and a foreclosure on the account, until the transfer of the sequestrated amount to the enforcement authority and/or the revocation of the foreclosure, respectively, if the entire balance is unsequestrable — until the client disposes with it.

Article 153 (1). The Bank has the right to unilaterally and without notice to terminate the framework agreement and close the account ex officio, for example when the listing is not exhaustive:

Item 1. for two consecutive months, which has the legal effect of a notice, the Client has not repaid their obligations under the agreement, and the Bank was not able to collect ex officio its receivables under the agreement,

Item 2. for six consecutive months no payment operations were performed on the account (official collection of receivables of the Bank are not reported for this purpose) and as of the date of closing the account the balance on the account is zero;

Item 3. Getting into personal contact (without the participation of a representative or a third person – member of the family or of the household, etc.) with the person on whose behalf or in whose interest the account was opened. It is accepted that there is continuous impossibility to get in touch in the cases in which the person cannot be found at the latest residence address specified by them before the Bank or address for correspondence, whereas two notifications in writing sent by the Bank to that address with at least 30 days in-between the two sending sessions were returned by the postal service with note that the addressee was not found at the defined address.

Item 4. The Bank unilaterally terminates the contract and closes an account, which is blocked in execution of an imposed foreclosure, on which there is no movement for a period of more than six consecutive months and the account has a zero balance, or which for a period of more than two consecutive months has a debit balance, formed by the liabilities of the Client to the Bank for fees (monthly account servicing fees, fees for the "Issuer" service, fees for the "SMS"service, fees for processing and execution of a foreclosure message, etc.).

(2) In case of unilateral termination of the contract on its part without prior notice, the Bank shall immediately notify the Customer of this circumstance in writing /by regular or e-mail/.

Article 154. The unilateral termination of the agreement on behalf of the Bank does not release the Client from the obligation to pay their liabilities under the agreement which occurred until the date of its termination.

Article 155. The framework agreement can be terminated on other regulatory or contractual grounds not defined in these General Terms and Conditions.

Article 156. In case of non-performance of an obligation by the Client, the Bank has the right to terminate the provision of services under the agreement/to block the open account for execution of disposition actions with funds under the latter until the performance of the respective obligations.

Article 157. Upon notification of the Client's death (presentation of relevant documents certifying the occurrence of this circumstance), the Bank blocks the Client's account for performing payment operations from the account by proxy and/or by means of remote access to the account (bank cards, internet banking), respectively the subscription payment services under the contract. The balance on the account is paid to the heirs, according to the current legislation, after repayment of amounts due to the Bank, including in relation to credit relations. The Bank is not liable for operations performed with the account before receiving a written notification of the death.

Article 158. The Bank is to be notified in writing in case of the death of a Client. Together with the notice, there is to be presented a transcript-excerpt of the death certificate.

Article 159. The amounts in the accounts of the deceased Client are paid to the heirs upon presentation of a transcriptextract of the death certificate, certificate of heirs, announced will (if any), together with a certificate issued by the Registry Agency that the presented will is an expression of the will of the testator, a certificate from the municipality of the last residence of the testator and that the amounts available on the accounts were declared and the inheritance tax was paid as being due by the law. If a pension was received on the account by a person who died before 1 January 2019, it is necessary to present a certificate issued by the NSSI in which are entered the last month for which the deceased person was entitled to a pension, as well as the month for which the pension was transferred to the Client's account. The transferred account referring for the period following the month the Client became deceased is to be recovered ex officio to the Territorial Direction of the NSSI by the Bank. If necessary, as in all cases of inheritance with an international element, before the payment of the amounts the Bank has the right to request the heirs to present other documents as well.

Article 160. If a deceased Client was provided with access to account with payment instrument for remote access, the heirs are to return to the Bank all material media related to the payment instrument. In the case of the death of a Client who is a title-holder of a debit card and existence of additional cards issued, the relations with these Cardholders shall be terminated as the payment instruments issued in their name are also to be returned.

Article 161. For payment of amounts from the inheritance share to a minor heir or a heir who is not of full legal age, a permit is to be issued by the regional court except ion the cases in which the share is transferred to an account opened in the name of the minor heir/heir of the account. This rule is applied in relation to persons placed under interdiction, respectively.

Article 162. Disputes between heirs about funds on the account shall be unenforceable to the Bank and shall be resolved in accordance with the procedure, laid down by law. The Bank shall not be liable for payments, made in accordance with the statutory procedure in execution of orders from persons, authorised to make them until the day of receipt of a written notification of the death of the deceased client, holding the account. In those situations, the Bank blocks the funds on the account and does not make them available to the disputing heirs only in the execution of a foreclosure, imposed by a competent enforcement authority in a regulatory procedure.

Article 162a. In the event that the account is blocked in execution of an imposed foreclosure on the liability of a deceased client, the Bank notifies the debtor's death to the enforcement authority, which imposed the foreclosure, makes an inquiry to it about the existence of an order for the resumption of the suspended enforcement proceedings and the establishment of the heirs as debtors, and, if there is one, respectively it provides the funds to the heirs or transfers the funds in execution of the imposed foreclosure.

Article 163. On payment of the amounts to the heirs of a Client, the account is closed.

Article 164. The Bank can set additional conditions before allowing disposal of the accounts of a deceased Client.

Article 164a. The amounts on the accounts of a business client — a deleted trader shall be paid/transferred to the account of his legal successor, after submission of the relevant supporting documents concerning the effected legal succession. In the event that the legal successor decides to remain a client of the Bank, he shall submit to it the documents, referred to in Article 22. In the event that the account of the deleted trader is subject to a foreclosure for its obligation, the Bank shall inform the enforcement authority, which imposed the foreclosure, of the deletion of the debtor and enquire about the existence of an order for the resumption of the suspended enforcement proceedings and the establishment of the legal successor as debtor, and, if there is one, it shall provide the funds to the legal successor or transfer the funds in execution of the imposed foreclosure

Article 164b. In case of deletion of a client-legal person due to liquidation, bankruptcy or failure to register in the Commercial Register and an expiry of the statutory deadlines under § 5 and § 5d of the Transitional and Concluding Provisions of the Law on the Commercial Register and the Register of Non-Profit Legal Entities, and the lack of effected legal succession, the account balance shall be paid to the individuals — owners of the capital of the deleted trader, after submission of the relevant supporting documents, including a document from the Registry Agency, that after the trader has been deleted there are no unsatisfied creditors. In the event that the account has been blocked in execution of an imposed foreclosure on an obligation of the deletor and enquire whether the claimant's claim has been satisfied during the insolvency/liquidation proceedings and whether the imposed foreclosure is valid. In the event that the debtor's debt has not been extinguished, the blocked amount shall remain on the account until further liquidation is carried out in accordance with the procedure, laid down in Article 273(2) of the Commerce Act, as a

result of which, and in accordance with the order of the executive body, the Bank shall, accordingly, make available to the eligible individuals — owners of the capital of the deleted trader or transfer it in execution of the imposed foreclosure. If necessary, before the payment of the amounts, the Bank shall have the right to request the submission of other documents from the entitled persons.

#### XXXII. Communication between the parties

Article 165. Communication between the Client and the bank is done via Internet banking by post or e-mail sent to the specified in the agreement addresses and by exception via phone, fax or SMS in accordance with the particularly declared by the Client. Some of the forms of communication are not fully protected and that's why the Client shall undertake adequate safety measures against unwanted access, reading or another use of Client information by third persons. The Bank is not liable for damages caused by the intrusion of third parties in the communication between the Bank and the Client. The Client is liable in case they have not informed in due time the Bank about change of the address/way of notification and respectively sent to the known address of the Bank and in the usual way, are considered as duly handed.

Article 166. The power of attorney for a person, authorized to receive reports, excerpts, verifications etc. documents related to the account or to deposit in the Bank payment documents for performance, is to be certified by a Notary Public or signed in the Bank in two identical original copies by the holder of the account in the presence of an employee in charge of the bank, one of which remains in the bank. The certified by a Notary Public power of attorney shall be presented to the Bank in original, and its original, a copy certified by a Notary Public or an ordinary copy shall be left in the Bank, and the latter is certified by the proxy who presented it before the Bank and Bank official in charge, whereupon each and every of them shall write down onto the copy the inscription "True copy" in their own hand, their signature, full names according to an identity document, the date and place of certification. When the power of attorney is signed in the Bank, the employee in charge verifies the circumstance, that the power of attorney was signed in front of them as they write in own hand on the original of the power of attorney the words "The power of attorney was signed in my presence", puts down their signature and full names according to ID card, as well as place and date of the certification. The Bank is not liable for performing orders made by a proxy whose powers were withdrawn, unless it was notified in advance and in writing to this end.

Article 167. The Client is liable with regard to the circumstance whether the Bank has updated information for communication with them as well as with updated information for the persons having the powers to operate the account of the Client and the ways for performing the respective bank operations. The Client is obliged to immediately inform the Bank in writing about each change, concerning the Memorandums of Association and the persons who have the right to dispose with the funds on the account including the authorised persons as well as to present the necessary documents for this. The changes have powers in relation to the Bank only from the moment when it was informed in writing for their occurrence.

Article 168. If it is necessary for information to be sent from the Bank to the Client, it is sent to the last contact information of the Client known by the Bank. In the event that the Client did not inform the Bank in due time for the changes occurred, the information intended for the Client can be put at risk and there is a possibility it is to be of considerable importance (including changes in the agreement between the Bank and the Client) and not to be received by the Client.

Article 169. The Client can accomplish communication with the Bank at all available addresses, including at the email address announced at the Bank's website.

Article 170. The Bank has the right to record phone conversations or other communications with the Client in view of verification of the orders of the Client and their authenticity and verification of the observance of internal standards of the Bank during performing bank services.

#### XXXIII. Limits for performing payment operations by using a specific payment instrument

Article 171. In the cases when consent for using a specified payment instrument is granted, the Bank and the Client can agree on limits of the payment operations performed using the payment instrument.

#### XXXIV. Additional terms in relation to bank card (payment instrument) issued under current account

Article 172. These additional conditions settle the rights and obligations of the Bank and the Client cardholder (hereinafter referred to depending on the case as cardholder or holder) with regard to their bank card issued in relation to a payment account with the Bank, as well as rights and obligations of the Client holder of a payment account (hereinafter referred to as holder) for which a card was issued to a third party cardholder (hereinafter referred to as a cardholder).

Article 173. (1) When it is explicitly agreed between the Bank and the Client that the Client has the right to use a specific payment instrument (for example a bank card) with regard to the particular payment account the Client has the following obligations:

1. to use the payment instrument in accordance with the terms of its issue and use as specified in these General Terms and Conditions;

2. to inform the Bank for any loss, theft, acquisition or unauthorised use of the payment instrument immediately after learning of it;

3. after receipt of the payment tool to undertake all reasonable action for maintaining its personalised protective features including not to record any information about them on the payment instrument and not to store such information together with the payment instrument.

(2) No payment instrument is allowed to be issued for remote access to an account of a person who is a minor or is placed under interdiction.

Article 174. The cards can be issued and authorised on grounds of the account balance, agreed overdraft and/or the credit limit granted by the Bank.

Article 175. The issued by the Bank cards remain its ownership and they are only submitted for use to the cardholders. Upon expiration of the term of validity of the card, respectively upon termination of the legal relation the cardholder undertakes immediately to bring back the card to the Bank. Holder of a payment account for which there is a card issued to a third party cardholder, is jointly responsible with the cardholder for all obligations, caused by or with regard to the use of the card, as the obligations of the cardholder in view of their nature, are respectively obligations of the holder, too.

Article 176. For the purposes of this Section, everywhere in these General Terms and Conditions of Central Cooperative Bank JSC to the framework agreement for opening and servicing of bank payment accounts and performance of payment operations, where there is stated that the account of the Client is debited, this shall respectively mean that the card of the Client is also debited.

Article 177. The cards are intended for use in the country or in the country and abroad as follows: 1. withdrawing and/or depositing of cash via terminal ATM devices; 2. payment for goods and services and cash withdrawal via POS terminal devices; 3. payment of goods and services and transfer between accounts via virtual terminal devices; 4. between payment accounts

via ATM terminal devices; 5. payment of services via ATM terminal devices; 6. references and other payment and non-payment operations.

Article 178. When a card is used on an ATM (automated teller machine) it is placed in the specially designated slot in a way making possible the information recorded on the card to be read by the device. You chose the desired operation. When drawing money in cash you chose the desired amount. The PIN code is entered by using the keyboard. Upon completion of the transaction the cardholder is to take back the card, the banknotes (in the event of withdrawal) and the printed receipt (if it was requested).

Article 179. If using the card at POS devices as well as in Internet, the following information is in force:

1. When using the card for non-cash payment or when drawing of money in cash at a terminal device with a merchant in cases different from Article 178, the cardholder is to ensure that the amount of the transaction is correct after which the PIN code is entered when such is required and/or the submitted by the merchant document for the transaction is signed. The signature on the document for the performed transaction is to be in compliance with the one on the card. The cardholder is to keep the issued receipt for future reference. By using the card at the terminal device by means of putting/placing/touching/ holding in/through/on the device, and entering the PIN code of the card, respectively signing the document for transaction, the cardholder verifies the amount of the transaction and orders to the Bank to debit the account of the card with the amount of the transaction and to transfer it to the account of the recipient of the payment. The Bank has the right to approve or reject the operation after checking data, parameters and characteristics related to the card and the cardholder, such as card validity and status, PIN code or other personalised security devices, if required, account balance, limits etc. In a regime of online authorisation the check is performed immediately by the authorisation system of the card issuer or of the processing subject servicing it to which the terminal device from which the payment operation is being performed is connected via a telecommunication medium. In a regime of offline authorisation the check is performed immediately by the terminal device, without any check performed by the authorisation system of the card issuer or of the processing subject servicing it. The merchant has the right to request from the cardholder to provide proof of their identity, as well as to request the so called "authorisation" of the transaction under which funds of the disposable account balance and/or of the credit limit are blocked.

2. In the event of payment of goods and services requested by phone, Internet etc., the cardholder usually performs the transaction by informing/entering the name, number of card and term of its validity including code CVC2/CVV2 - the last three digits from the number written in the signature field on the backside of the card. In order to provide additional security for card holders when making payments on the Internet, the Bank registers all cards issued by it in the cardholder identification programs of the international card organisation Visa Secure (former name Verified by Visa) and Mastercard Identity (ID) Check (former name Mastercard SecureCode), through the service Secure payments on the Internet (E-Secure). Visa Secure and Mastercard Identity (ID) Check are trade marks of programs of the international card organisations Visa International and Mastercard Worldwide and represent special protocols (EMV® 3-D Secure protocol) for identifying the cardholder at the moment of completing transactions with Internet traders taking part in the above mentioned programs. The Secure Payments on the Internet (E-Secure) includes a two-factor authentication model for card holders which uses a combination of two separate components dynamic and static password for payments on the Internet introduced by the Authorised Cardholder for confirmation of payment operations by bank card. The dynamic password represents a single unique six-digit code generated by BORICA JSC and provided to the Authorised Cardholder via sending a free SMS to a mobile telephone number specified by them. For each transaction performed by the Authorised Cardholder which requires its two-factor authentication, BORICA JSC generates and sends via SMS a different combination of digits, together with data for the amount of the payment transaction, part of the bank card number, merchant name or web site where the payment transaction is performed and which is valid for 15 minutes. The static password is generated personally by the Authorised Cardholder at a secured by BORICA JSC client web portal with the logo of CCB JSC (Central Cooperative Bank JSC) - https://3ds.borica.bg/CCB which is used together with a dynamic password for confirmation of card transactions for Internet merchants participating in the following programs: Visa Secure (former name Verified by Visa) and Mastercard Identity (ID) Check (former name Mastercard SecureCode).

The static password for payments on the Internet is created personally by the Authorised Cardholder of a web portal with the logo of Central Cooperative Bank JSC, after receiving via SMS from BORICA JSC a temporary password for registration, for newly issued cards – in a PIN envelope, together with the card, or by another method agreed between them and the Bank. The static password sent via SMS has a validity of 30 calendar days from the day it was generated, while the cardholder has to change it at the client web portal. In case the Client does not change the static password within this term, it is necessary to do it in a bank office for generating and receiving of a new password. The static password received in the PIN envelope bears no validity date and can be changed at any time by the cardholder at the client portal as specified above. In case the static password is generated after an explicit statement of intent by the Client, the password is valid for 24 hours from its receiving.

By signing the respective request for issuance of a bank card, the Client/Authorised Cardholder agrees BORICA JSC to send them via SMS to a mobile phone specified by them, a dynamic password for Internet payments and a temporary password for registration in the web portal with the CCB JSC logo (Central Cooperative Bank JSC), where the Authorised Cardholder identify themselves and create a permanent static password. For each transaction performed by the Authorised Cardholder which requires two-factor authentication and confirmation of payments with a bank card on the Internet, the Authorised Cardholder enters both the static password created by them and the dynamic password received via SMS for authorisation of card transactions.

For each transaction on the websites of merchants participating in the Visa Secure (formerly Verified by Visa) and Mastercard Identity (ID) Check programs (formerly Mastercard SecureCode), the cardholder receives a mobile number specified in the request for issuance of an international card, a short text message (SMS) containing a secret payment confirmation code. When performing transactions via the Internet, through the service Secure payments on the Internet (E-Secure), in addition to the above individual details, the cardholder is to enter the secret code to confirm the payment (dynamic password received via SMS), as well as the static password created by the Authorised Cardholder. The static password can be changed at any time by the Authorised Cardholderat the web portal with the logo of the CCB JSC (Central Cooperative Bank JSC) – <u>https://3ds.borica.bg//CCB</u>. In case the payment is performed on the website of a merchant participating in the programs Visa Secure (former name Verified by Visa) and Mastercard Identity (ID) Check (former name Mastercard SecureCode), the cardholder confirms the transaction in accordance with the requirements for In-depth authentication of the client (one-time password, biometric data or other).

When paying to online merchants, certified to accept 3D payments, an additional window is loaded, where the Customer needs to enter their one-time dynamic and static payment passwords. The following information is visualised on this additional window:

- Name of merchant;
- Payment amount;
- Payment description (unless it is provided by the merchant);
- The last four digits of the card number;

• A personal message entered by the Client on the client portal.

By providing the necessary data, the cardholders identify themselves, confirm the amount of the payment and order the Bank to debit the card account with the amount of the payment and to transfer it to the account of the payment recipient.

In the event of three consecutive incorrect entries of any of the two authentication factors, the bank card is blocked for this service. The Authorised Cardholder is to turn to an office of the Bank and to fill in a request for unblocking of the service and unblocking their Internet payment card.

More detailed information about the service is published on the bank website in the Section – Individuals/Bank cards/Card services/E-Secure service for bank cards.

3. When using a card with the PayPass logo of Mastercard, respectively payWave of Visa, to pay at a terminal device of a merchant, marked with the sign of the PayPass service, respectively payWave, the transaction can be performed contactlessly, as it is necessary to touch the card to the POS device without placing/passing it through it. It is possible depending on the amount of the contactless payment that the entry of a PIN code is required. By signing the agreement with the Bank, the cardholder confirms (declares) that they are familiar with and agree with the method of payment and methods of ordering and execution of card transactions with the PayPass logo of Mastercard, respectively payWave of Visa, agree that the Bank shall consider each contactless payment as authorised by the cardholder and will execute it by debiting the card account with the amount of the payment and transferring it to the account of the recipient of the payment.

Article 180. The card is issued according to a submitted card issuing request and a respective annex to the framework agreement within a period of ten days following the signing of the annex. The cardholder undertakes to immediately notify the Bank in writing of any change in the data provided by him upon signing the annex, as well as of the inability to perform their obligations under the agreement. Upon an explicit written request of the account holder, the Bank shall issue a card authorised by the account holder for disposal of the funds on the account.

Article 181. The Bank provides to the cardholder a personal card issued to their name with a unique PIN code. The card is to be used only with the PIN code specified. The card and the PIN code are received by the cardholder who undertakes to put their signature with a pen in the field provided for this purpose in the presence of an employee of the Bank. The cardholder undertakes to change immediately after receiving the initial PIN code at an ATM with the logo of BORICA JSC, and then to destroy the hard copy of the initial PIN code, together with the envelope in which it was received by the Bank. The receiving can be done also by a proxy with an expressly certified by a Notary Public power of attorney. The certified by a Notary Public power of attorney shall be presented to the Bank in original, and its original, a copy certified by a Notary Public or an ordinary copy shall be left in the Bank, and the latter is certified by the proxy who presented it before the Bank and Bank official in charge, whereupon each and every of them shall write down onto the copy the inscription "True copy" in their own hand, their signature, full names according to an identity document, the date and place of certification. The Bank is not liable for performing orders made by a proxy whose powers were cancelled or withdrawn, unless it was notified in advance and in writing to this end.

Article 182. The cardholder undertakes to use the card personally and not to provide it to other persons. The cardholder undertakes to keep the card with the care of a good owner, taking all necessary measures against its theft, loss, destruction, damage, forgery or misuse. The card shall be protected from the effects of adverse external factors, such as: magnetic fields, wetting, scratching, folding, etc. The cardholder undertakes to keep the card number secret and not to disclose it to third parties, except to employees of the Bank engaged in servicing the card, as well as when making payments to merchants. The cardholder undertakes to keep the PIN code and the secret password for payments on the Internet secret (regardless of its type - static and/or dynamic), as well as all personalised means of security (personalised characteristics) by undertaking all necessary measures against their disclosure, including when entering them during a transaction, and prevent any access and use of the bank card by third parties. The authorised cardholder undertakes to immediately notify the Bank in case of compromise or suspicion of compromising any component of the two factor model for authentication for bank card payments on the Internet, requesting blocking of the card by phone of the announced numbers on the corporate website of Central Cooperative Bank JSC or in a bank office, as provided in the General Terms and Conditions (Article 190, below). The Authorised Cardholder undertakes to use the service for secure payments on the Internet with the care of a good owner and has all obligations to protect the static password from being disclosed to third parties, as well as to take all necessary measures to protect the mobile device to which the one-time password is received from any physical access or by installing malware which might compromise the device and make it available to third parties online. The cardholder is responsible for all damages related to the issue and/or use of the card (including for keeping secret of the personalised means of security), and bears fully the losses, regardless of their amount, related to all unauthorised payment transactions, if caused by fraud and/or due to non-fulfilment of one or more of the obligations under Article 75 of the PSPSA intentionally or due to gross negligence. In this relation, by signing these General Terms and Conditions, the Client declares that they are explicitly informed that the Bank never sends by e-mail letters to its clients with requests to indicate the number of an issued payment instrument (card), PIN and/or other personalised means of security related to an instrument issued by the Bank.

Article 183. The PIN code shall be available only to the cardholder. No exceptions of this rule are accepted. The cardholder can change their PIN code at any time via ATM. It is not recommended that the PIN code consists of easy-to-guess combinations of numbers – identical or consecutive numbers, dates of birth, etc.

Article 184. For transactions performed on an ATM by entering a PIN code, the cardholder is identified by the card and enters the valid PIN code. By using the card at a POS device by placing/passing/touching/approaching/through/to the device, and in cases where the terminal device requires it – by entering a PIN code and/or by signing the transaction document as well as by providing the code CVC2/CVV2 when paying for goods or services ordered by phone or Internet, the cardholder identifies and certifies the authenticity of the transaction, gives consent and orders the Bank to execute it, which unconditionally binds them with the consequences, as the Bank is not liable for damages or lost profits from this implementation. For transactions performed via the Internet, the entry of a true secret confirmation code has the legal force of an entered PIN code.

Article 185. The cardholder has the right to perform transactions using the card up to the credit limit, the agreed overdraft or to the balance of the minimum non-reducible amount in the card current account and undertakes not to exceed them including when interest, fees and commissions due are calculated.

Article 186. For cards issued on the basis of current account balance or overdraft (debit cards) granted in relation to a current account, the account balance is used by using the card, the Bank providing the opportunity to the account holder to register the card current account for the Synchron service (see Article 216 et seq. of these General Terms and Conditions), through which the balance on the account can be used both by using the card and by submitting payment orders in the standard ways and forms for a current account. For cards issued on grounds of granted by the Bank credit limit (credit cards), the limit is used only by using the card. Where the amount of the used credit limit exceeds the amount specified by the Bank, the latter has the right to immediately block the card.

Article 187. Using the card, the cardholder has the right to make transactions up to the amount of the account or credit limit, within the transaction limits set for the card defined for one transaction per day, for seven consecutive days and for the maximum number of transactions for the period.

Article 188. The usual period within which the Bank performs the instructions of the cardholder in terms of orders related to transactions, is up to 3 (three) minutes following the entering of the order.

Article 189. The cardholder undertakes to: 1. Use the card in compliance with the agreement signed with the Bank; 2. Notify the Bank immediately after getting to know the following: (a) suspicion of or loss, theft, or other confiscation, destruction, forging of the card, as well as improper use of the card or revealing of the PIN to another person. (b) the recording in their card/account of each transaction not allocated by them as well as for any error or other discrepancy in servicing the card/account by the Bank; 3. Not to record the PIN code on the card as well as not to store it together with the card; the cardholder undertakes to keep the PIN code, CVC2/CVV2 code and the personal secret password secret, and to take all necessary measures against revealing it to third parties; to enter the PIN code at an ATM or POS in a way, keeping it secret; 4) To use the service "Secure payments in Internet" upon performing of transactions by Internet, always when this possibility is offered by the merchant a; 5) Not to provide information about their personal secret password and/or prompting question, regardless from which source on which occasion and in which way the request was obtained except in the case of performing the payments in the websites of merchants participating in the programs Verified by Visa and MasterCard Secure Code towards whom the Client effects payment on/via merchant's website.

Article 190. (1) The cardholder shall notify the Bank in the cases provided for in this section within its working hours or in writing in the bank office or at any time of the day by the telephone numbers indicated by the Bank. In the event of notification by phone, the cardholder undertakes to submit the written notification to the Bank on a hard copy within 3 days after that. The notification is made in order to block the use of the card and minimize the possible damages. The cardholder undertakes to provide full support in terms of clarifying the case and minimizing the damages. The costs of blocking a card for which a notification was received in accordance with the procedure described above shall be borne by the account holder and the cardholder. A blocked card is activated upon submission of a written request personally by the cardholder or the holder.

(2) The Bank shall not be liable and the incurred losses shall be at the expense of the cardholder, in case of illegal use of the card on the Internet with a secret confirmation code known/provided by/to third parties in which case the Bank shall be responsible for establishing the authenticity of the payment transaction, performed with a card on the Internet in accordance with Article 78 in connection with Article 80 of the PSPSA.

(3) The Bank is not liable for an SMS not received by the cardholder with a secret confirmation code (required for using of the "Secure Payments on the Internet" (E-Secure)) service in case of impossibility to deliver the notifications by the respective mobile communication providers.

(4) The Bank is not liable for an incorrectly provided mobile phone number by the cardholder in relation to using the "Secure Payments on the Internet" (E-Secure).

(5) In the event of a change of the mobile phone number indicated in the Request for issuance of a bank card, the Client/Authorised Cardholder undertakes to immediately notify the Bank of the new mobile phone number. Otherwise, all messages sent by the Bank to the last mobile phone indicated by the Client/Authorised Cardholder will be considered delivered.

(6) If the Bank does not have an updated mobile number to which to deliver SMS with one-time dynamic passwords and a static password for confirmation of payments to virtual merchants, the transaction will be rejected.

Article 191. In the event of a retention of the card by an ATM, the cardholder undertakes to immediately notify the Bank (issuer of the card). A proposal for assistance from third parties shall not be accepted. The Bank provides return of the card or issue of a new one.

Article 192. The cardholder or the holder has the right to request in writing the issuing of a new card by the Bank as follows: in the event of a loss or theft of the card or destruction or damaging of the card. If the PIN code of the card is forgotten, the cardholder or the account holder has the right to request in writing from the Bank the issuance of a new PIN code, if technically possible, or the issuance of a new card.

Article 193. The Bank provides to the cardholder a statement of accounts containing information for the transactions performed by the card which includes the following: data allowing the identification of the transaction; the amount of the transaction in the respective currency, as well as its equivalent in another currency (according to the applied exchange rate), if there is an exchange; the amount of all fees and commissions applied to individual types of transactions. the Bank has the right to provide information on the phone in terms of the amounts due in relation to the amounts used from the card and the transactions performed by the respective person who is being identified via the password specified by the cardholder/holder of the account in the "Request for Issuing of a Card".

Article 194. The settlement currency of the Bank is EUR.

(1) In the event of payment transactions processed by settlement through international card organizations, the Bank receives the amount of the transaction in EUR at the rate determined by the respective card organization (VISA and MasterCard). Foreign exchange currency to the account of the holder is performed in the following way:

- for accounts in BGN – the conversion is performed from EUR to BGN at the "sell" rate for non-cash operations published at the official internet website of CCB JSC: www.ccbank.bg. If the payment operation was performed on the territory of the Republic of Bulgaria in the national currency, no foreign exchange currency is performed;

- for accounts in USD – the conversion is performed from EUR to BGN at the "sell" rate and from BGN to USD at the "buy" rate for non-cash operations for the respective currencies published at the official internet website of CCB JSC: www.ccbank.bg.

(2) By ordering transactions in the ways indicated above, the cardholder orders that the conversion into other currencies other than the currency of the account is to be made in the manner specified in the previous points.

(3) Payments abroad are made in the national currency of the country in which the transactions are performed or in a currency chosen by the cardholder, in case the merchant provides this opportunity.

(4) When performing an operation in the Republic of Bulgaria in a currency other than the currency of the card, the amount of the operation is converted from BGN into the currency of the card at the "buy" rate of the Bank for non-cash operations announced for the day of processing the operation by the Bank.

(5) The exchange rates for the day of recording the operation are announced on the official website of the Bank: https://ccbank.bg//.

(6) In the event of an operation performed abroad, the amount of the operation shall be converted into the currency of the Bank's account (settlement account) in EUR at the VISA exchange rate <a href="https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html">https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html</a> and Mastercard-<a href="https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html">https://www.mastercard.us/en-us/consumers/get-support/consumers/get-support/consumers/get-support/convert-currency.html</a> for the respective day of processing of the operation by the respective international card organisation. The Bank

converts the amount received in its account into the currency of the card, using the "sell" rate of the Bank for non-cash operations, announced for the day of processing the operation in the Bank. Regarding an operation performed abroad, when the account is in USD, on the day of recording of the transaction, the amount is converted from EUR (settlement account of the Bank) to BGN at the exchange rate formed by the value of the Bank "sell" rate for non-cash operations and from BGN to USD at the "buy" rate for non-cash operations. In the event of an operation performed abroad, when the account to which the card is linked is in EUR, and the amount of the operation is in EUR, no conversion is performed.

Article 195. The fact that the cardholder has not received a statement for transactions performed with the card does not release the account holder from the obligation to repay the obligations in time.

Article 196. In all cases, the account holder and/or the cardholder undertakes to provide sufficient funds to the account to repay all transactions delayed due to the specific character of the transactions, as well as all other obligations. The amount of the liabilities of the cardholder is established on grounds of the recordings in the accounts of the Bank.

Article 197. In the event that the cardholder or the holder do not fulfil any of their obligations under the agreement, including according to these General Terms and Conditions or the agreement is terminated, the Bank has the right: to block/deactivate the card; to collect ex officio, without court intervention, the debt from all accounts of the account holder in the Bank for which by the fact of signing the agreement the account holder gives explicit consent; in the event that the Bank proceeds to collect the debt under this item from the account holder's bank accounts which are in another currency, the exchange rate of the Bank for the respective currency for the day of the transaction shall be applied; the Bank has the right to block the card in case of withdrawal of the cardholder's authorisation by the account holder.

Article 198. The Bank has the right to request documents concerning the financial and property status of the account holder and the cardholder until the final repayment and termination of the legal relationship.

Article 199. (1) The Bank has the right to block the use of a payment instrument for objective reasons related to the following:

1. the security of the payment instrument;

2. suspicion of unauthorised use of a payment instrument;

3. use of the payment instrument for fraudulent purposes;

4. upon finding out that transfers were illegally ordered to the account to which the payment instrument was issued;

5. significantly increased risk that the Client will not be able to fulfil their obligation to pay – for payment instruments when granting a loan is involved.

(2) the Bank has the right to provide information on the phone in terms of the amounts due in relation to the amounts used from the card and the transactions performed by the respective person who identified via the password specified by the cardholder/holder of the account in the "Request for Issuing of a Card".

Article 200. The Bank shall notify the Client about the blocking of the payment instrument and the reasons for the blocking, before the blocking or at the latest immediately thereafter, unless the provision of such information is permitted due to security reasons or in compliance with regulatory requirements preventing notification of the payer. The Bank unblocks the payment instrument or replaces it with a new payment instrument after the reasons for the blocking disappear.

Article 201. In the event of suspicion of or in the presence of fraud or threat of the security of the payment instrument, the Bank notifies the Client by phone about the reasons for the blocking only after the Client identifies himself with the password specified by the cardholder/account holder in "Card issuance request".

Article 202. The Bank undertakes the following: 1. To keep within a period of five years information which allows tracking of the transactions; 2. To establish the necessary conditions for making and accepting notifications under Article 189, Item 2 at any time; 3. To prevent the use of the card after notification under Article 189, Item 2 within the term agreed and to take all possible action for prevention of further use of the card. The cardholder and/or the holder cannot make objections based on their relations with third parties.

Article 203. The Bank is not liable for refusing to perform a transaction ordered with the card, in case there is insufficient cash or free credit limit in the current account.

Article 204. The Bank is not liable for the transactions in terms of which the cardholder performs transactions using the card. The Bank is not a party in terms of the purchases made by the cardholder and is not liable for any disputes regarding the terms of purchase, delivery, quality and quantity, prices, warranty conditions and terms, etc.

Article 205. The Bank shall not be liable in case of refusal of third parties to accept transactions with the card or if a transaction initiated by the cardholder cannot be performed with the card for reasons beyond the control of the Bank.

Article 206. Except in the event of a proven defect in the issuance of the card, the Bank shall not be liable when the card cannot be used due to: mechanical damage; blocked card; technical problems; incorrect notification for destruction, loss or theft of the card.

Article 207. The Bank is not liable for damages caused as a result of deactivation of the card in compliance with the agreement and these General Terms and Conditions.

Article 208. The Bank shall not be liable for the refusal to authorise payments with the card if the notification for destruction, loss, theft, forgery or improper use of the card is incorrect.

Article 209. Using a card: with an expired validity; subject to return to the Bank; blocked or forged card, is prohibited and is a ground for seeking liability in court.

Article 210. By signing the agreement, the account holder grants the Bank the right to provide to the national operator – BORICA JSC of the international card organisation and to the respective mobile operator in the country and/or abroad, information about the status of the account and the card.

Article 211. Termination of the legal relationship with regard to an issued bank card does not lead to automatic termination of the relationship in terms of the framework agreement for the bank payment account.

Article 212. The review of received objections against a payment made using an instrument issued in relation to a current account (bank card) is performed according to the rules of Visa/MasterCard and the provisions of the current Bulgarian legislation.

Article 213. When reviewing objections received from the cardholder, the Bank has the right to request to receive, and the cardholder undertakes to provide, within fives business days, additional documents and information necessary to verify the objection to the counterparty. After the expiry of this term, the Bank can terminate considering of the objection.

Article 214. The bank shall issue a written decision on the received objection within the term specified in the PSPSA.

Article 215. Upon receipt of evidence verifying the groundlessness of the objection, the Bank shall officially debit the account of the account holder with the amount reimbursed by it in connection with the objection. By signing the agreement the holder (the Client) grants their unconditional consent for debiting the account in such cases.

## XXXV. Additional conditions in relation to registration and using the Synchron service/Issuer Online

Article 216. These additional conditions regulate the rights and obligations of the Bank and the account holder in connection with the use of the Synchron service for a current account for which a debit bank card was issued and activated.

Article 217. The Synchron service allows the balance on the card current account (without the minimum non-reducible balance) to be used simultaneously by using the card (for ATM withdrawal, payment at a POS terminal, payment via the Internet, etc.) and for making payment services, including cash withdrawal from the cash account, based on payment orders submitted to the Bank without using the card (including by direct debit, Internet banking, the services: Push, Pull, Automatic fixed transactions, etc.).

Article 218. Activation of the service is accomplished on grounds of an explicit application made by the holder.

Article 219. The Synchron service can be requested both at the initial issuance of a debit card, by explicitly indicating the will for using the service in the form of the Request for card issuance, and by submitting a separate request for registration for the Synchron service, in the event of an already issued debit card on the current account.

Article 220. A condition for the operation of the service is for the debit cards issued under the current account to be activated in the system of the Bank. In the event that all debit cards issued under a card current account registered for the Synchron service are deactivated or are expired, the operation of the service is automatically terminated.

Article 221. The holder is to pay a fee for using of the Synchron service specified by type and amount in the Tariff of the Bank.

# XXXVI. Additional conditions in relation to using the Internet banking service

Article 222. (1) These additional conditions govern the relations between the Bank and the Client in connection with the registration and activation of the services provided through the electronic channels for Internet banking: CCB Online, CCB Online Lite, CCB Mobile, CCB Open Banking (remote channels for Internet banking/Internet banking) and the relationship between the Bank and the Client or individuals authorised by them to use the services (referred to in this section Internet Banking Users/Users).

(2) By using the remote channels for Internet banking on the official website of CCB JSC – <u>https://www.ccbank.bg</u> (for CCB Online Lite) or by the mobile application CCBank Mobile App (for CCB Mobile), or by other providers of payment services (for CCB Open Banking), an Internet banking user, can use certain bank services online, to access payment accounts for information, to initiate electronic payment operations and to perform other remote action (Internet banking services). (3) Through the Internet banking channel CCB Online, the Bank provides its Clients, individuals and legal entities,

with remote access to the services, and depending on the Client's choice, the access can be: 1. Passive access in terms of which the Bank provides to the user the following information services: information

about the registered accounts, without the possibility to initiate payment transactions from them, as well as information about used credit products, banking products and services, including publicly available and reference information about applied exchange rates, interest rates, etc. The user receives information about the availability and movement of bank accounts and payment cards issued to them and used credit products, statements and/or other reporting information; or

2. Active access in terms of which the Bank in addition to passive access services, provides the user with the opportunity to initiate remote payment transactions from accounts such as: credit transfers in BGN and foreign currency in the country and abroad,/including instant Blink payments from/to account to another payment service provider/, internal bank debit transfers in BGN and foreign currency, internal bank debit transfers in BGN, sending and receiving Western Union transfers from and to accounts of individuals, mass transfers, purchase and sale of currency, payments of utility bills, etc., as well as the ability to perform other access, to change access, to change access, to change access, to set access rights of registered users, to set and change specimens on account/s, limits of payment operations, etc.

(4) The electronic Internet banking channel CCB Online Lite is intended to be used by individuals clients of the Bank. The user with a passive access can use it for receiving information services for registered accounts and credit products, and under active access terms – in addition to the information services the user can initiate payment operations up to specified in advance limits, as follows: internal bank transfers in BGN and other foreign currencies, interbank credit transfers in BGN, payment of utility bills and other operations and services.

(5) The electronic channel CCB Mobile provides use to customers, individuals and legal entities by a mobile device of Internet banking services with the following functionalities: (a) for information under registered accounts and credit products (passive access); (b) in addition to the information services the user can initiate payment operations up to specified in advance limits, such as: credit transfers in BGN and in other foreign currencies in the country and abroad, payment of utility bills and other operations and services. The user needs to download the free **CCBank Mobile App** from Google Play, App Store or Huawei App Gallery, as well as to register with the Bank or CCB Online the mobile device from which they will have the access. The mobile device is to respond to specified by the Bank minimum technical requirements and characteristics as indicated below.

(6) Users dealing with the remote channels shall read and follow the Bank instructions for use of the services included in the Guides for working with CCB Online, CCB Online Lite, CCB Mobile, published on the Bank website. The rules contain information on the scope of services, technical requirements for the use of remote channels, security and safety requirements for remote access, user access rights, limits on payment transactions, the way channels and services operate and how they can be used, the possibilities for changing the user profile and data, the addition of new or excluding existing users for establishing and managing a virtual specimen, compiling a list of trusted recipients and other technical options of the information systems.

(7) The Bank has the right at any time to and at its own discretion because of due to changes in regulations, security considerations or other valid reasons: (a) to change the requirements for the personalised security means with which the identity of the users of Internet banking and their type is checked and established; (b) to change the scope of the provided services, including the set limits; (c) to exclude the possibility to use the services in respect of a certain type of accounts or separate accounts of the Client. The Bank shall notify the Clients about the changes under the conditions and by the order of Article 142 of these General Terms and Conditions.

(8) The Bank has the right to refuse to provide Internet banking in the event of an expired validity date of the ID card of the Client/user which was last used for registration as a Client of the Bank.

(9) The Bank has the right to refuse to provide Internet banking services according to Article 156 of these General Terms and Conditions in the event of non-compliance of Article 44, Paragraph 2 and Article 83 of the same General Terms and Conditions on behalf of the Client.

Article 223. (1) For registration and use of the electronic channel CCB Online, the user shall have a Qualified Certificate of Qualified Electronic Signature (QCQES). The user shall register with QCQES online on the official website of the Bank, choosing a username and password for access, as well as to indicate an e-mail address and mobile phone number operated

by a licensed mobile operator for the territory of the Republic of Bulgaria to receive SMS messages from the Bank. Clients who are legal entities make the initial registration for the CCB Online service through QCQES which contains data about the natural person (holder) and about the legal entity (Client) who authorised the holder.

(2) For CCB Online Lite the user can register online on the official website of the Bank by choosing a username and password for access, as well as to indicate an e-mail address and mobile phone number operated by a mobile operator licensed for the territory of the Republic of Bulgaria to receive SMS messages from the Bank. The Client can register at an office of the Bank as well and in this event they receive the username and password for access in a sealed envelope.

(3) Registration for CCB Mobile: if the user does not have an active account in CCB Online or CCB Online Lite, the user can register online on the official website of the Bank by choosing a username and password for access, as well as to indicate an e-mail address and mobile phone number operated by a mobile operator licensed for the territory of the Republic of Bulgaria to receive SMS messages from the Bank. The registration can be made at an office of the Bank as well and in this event the user receives the username and password for access in a sealed envelope. The user shall register at the office of the Bank or through CCB Online the mobile device which they will use to access the remote channel by registering its Device ID. The device is registered through the CCBank Mobile App installed on it in which the user a PIN code for registration of a mobile device which is provided by an employee of the Bank and for the convenience of the users who use CCB Online, the PIN code for registration of the mobile device can also be provided through their CCB Online account. After activating access to the remote channel the user shall create their own six-digit access PIN in the CCBank Mobile App.

(4) The activation of access to each of the Internet banking channels is performed by an employee in an office of the Bank on the basis of an explicit written request for providing of the services, according to sample. The client, personally or via an explicitly authorised person, shall submit on a hard copy a signed "Request for assignment/modification of rights and limits for the services of CCB JSC". For clients who are legal entities, access to remote channels is provided through the branch or office where their accounts were opened.

(5) By submitting the Request under the preceding Paragraph, the Client shall provide to the Bank the information and documents necessary for their identification in accordance with the legislation in force. The Client also determines the remote access channel, the type of access passive (information only) or active (for initiating payment transactions), the accounts to which access will take place may specify limits for payment transactions, if possible setting such within the framework of the general limits for the respective channel specified by the Bank as well as other settings necessary for the customer account.

(6) Users with the right of active access (with the right to order/initiate payment transactions from Client's accounts) can only be persons who are: 1. the individual – Client and account holder; 2. the legal representatives of a Client – legal person or 3. natural persons who are authorised by the Client/their legal representatives for such access by an explicitly certified by a Notary Public power of attorney deposited with the Bank.

(7) After identification of the Client and/or the authorised persons/users and verification of the existence of all prerequisites for granting remote access an authorised by the Bank employee:

1. concludes with the Client an agreement for providing access and use of the respective internet banking channel;

2. activates the user's access via the respective remote channel;

3. submits personal security instruments to the user personally and where applicable (ex officio generated username and password in a sealed envelope, PIN for registration on a mobile device, etc.)

(8) Upon activation of access, the user receives an active or passive remote access through the respective channel to selected, opened and existing accounts with the Bank, in accordance with the security roles that client has authorised.

Article 224. (1) When accessing and performing payment operations through remote channels, the Bank uses devices and/or procedures determined by it and agreed with the user to establish the identity of the user and/or to establish the authenticity. The procedures allow the Bank to verify the identity of the user or the validity of the used payment instrument and/or device, including the use of personalised means of security of the user.

(2) When initiating a remote payment transaction, the Bank sends to the mobile number registered by the user and operated by a mobile operator licensed for the territory of the Republic of Bulgaria, a one-time dynamic password (OTP – one-time password) in the form of a text message (SMS) which is unique for the specific payment transaction represented by a digital code valid for 30 minutes and is to be used by the user to confirm the transaction ordered through CCB Online, CCB Online Lite or CCB Open Banking. The message also contains information about the amount ordered and the name and IBAN number of the recipient's payment account. Confirmation of a remote payment transaction via CCB Mobile by the user is performed by entering the selected access PIN or biometrics allowed by the application, such as fingerprint or facial recognition.

(3) The specific hypotheses in which the previous Paragraph does not apply are specified in the agreement for providing of services through the relevant Internet banking channel.

(4) The electronic statements sent by the user are checked by the Bank upon their receipt through the remote channels by using of the agreed devices and/or personalised security means which certify the identity of the user, respectively their consent with an electronic statement (authorisation of the payment transaction) and the content of the electronic payment order is protected.

(5) When the Client authorised one or more users, each of them uses individual personalised means for identification and signing of documents (QCQES, or other devices or personalised security means used for access through the respective remote channels.)

(6) The customer, respectively the user, when they are persons other than the Client, is fully responsible for all actions performed as a result of the use of the agreed devices and/or personalised security means. When the Client or the user has provided access to such devices and/or personalised security means to third parties, in the relations with the Bank all actions shall be considered as actions performed by the Client/user who is responsible for all the consequences.

(7) A user who has received from the Bank an official password or a PIN code for registration of a mobile device, upon the first login to the account in the respective remote channel is obliged to change them with ones known only to them.

(8) With the assistance of the Bank, the provision of a forgotten username and generation of a new password or PIN code is allowed for registration of a mobile device at the written request of the client. In the event of loss, theft, misappropriation or unauthorised use of a username, password, access code or the registered mobile device for banking, the Client shall notify the Bank immediately after this has happened.

Article 225. (1) By using payment service providers other than the Bank, in terms of an account available online, Clients can also use the CCB Open Banking channel, through which:

1. If there is an explicit consent by the Client, given to the Bank before the first request for confirmation, at the request of a payment service provider, which issues payment instruments related to cards, the Bank confirms whether the amount corresponding to a certain payment transaction related to a card is available in the Client's payment account. The confirmation is only a positive or a negative answer, without providing a statement of account by the Bank. The confirmation does not give the right to the Bank to block funds on the payment account. At the request of the Client, the Bank provides them with information for the identification data of the provider of payment services who issues payment instruments related to cards as well as the answer given.

2. The Bank accepts payment initiation services to be initiated and executed by a payment initiation service provider. The Bank shall provide to the payment initiation service provider the information needed for the initiation of the payment transaction and in connection with the execution of the payment transaction. The Bank applies the same conditions to payment orders transmitted through a payment initiation service provider and payment orders transmitted directly by the user in terms of time, priority or fees, unless there are objective reasons for applying different conditions.

3. The Bank agrees to provide account information through an account information service provider. The Bank applies the same conditions to requests for data transmitted through an account information service provider and those transmitted directly to the user, unless there are objective reasons to apply different conditions.

(2) The customer shall take reasonable care in the selection and use of services provided by a third party payment service provider.

(3) In case the Client uses services for initiating payment and/or providing information on behalf of a third party payment service provider, it is considered that the Client has given their consent for disclosure of bank secrecy by the Bank to a third party provider.

(4) By giving consent on behalf of the Client for execution of a payment transaction/series of payment transactions or access to their account information to a third party payment service provider, the Client gives their explicit consent to this third party to access the information in their accounts. In these cases, the Bank will accept any order received for the execution of a payment transaction or for the provision of account information, as given by the Client.

(5) Through the CCB Open Banking remote channel, the Bank performs ordered payment transactions under the same conditions as it provides them to the user through the respective channel to which the user is granted access, unless otherwise established in the agreement with the Client. The Bank can refuse to provide an account information service provider or a payment initiation service provider with access to a payment account for objective and evidence-based reasons related to unauthorised access or access to the payment account for fraudulent purposes by the payment service provider related to providing information on behalf of or to a payment initiation service provider, including unauthorised initiation of a payment transaction or initiation of a fraudulent payment transaction. In such cases, the Bank, through the payment service provider, informs the Client about the denial of access to the payment account and the reasons for this, if possible before the access is denied or at the latest immediately thereafter, except when the provision of such information is not permitted for security reasons or with regard to observing of statutory regulations which may prevent the Client from receiving information. The Bank grants access to the payment account immediately after the reasons for the access denial drop off.

(6) When providing access through CCB Open Banking, the Bank applies procedures for identification of the payment service provider and the procedures determined by it for establishing the identity of the user and establishing the authenticity. The Bank can deny the execution of a payment transaction or access to a payment account in the event that the execution or access is performed through a third party payment service provider which has not identified themselves with the Bank and/or is not entered in the BNB Register, for the licensed providers, performing payment services under the PSPSA.

(7) When providing the service under Paragraph 1, the Bank shall contact the other payment service providers observing common and secure open standards for communication, according to the requirements of Chapter Five of Delegated <u>Regulation (EU) 2018/389</u> of the Commission dated 27 November 2017 for addition to Regulation (EU) 2015/2366 of the European Parliament and of the Council for the regulatory technical standards for the detailed establishment of the client identity and the general, safe and open communication standards and does not sign individual agreements with them.

(8) The Bank is not a party to the relationship between the Client and any third-party payment service provider, is not in a contractual relationship with such a person and is not responsible for the consequences of the Client's decision to use the services of a payment initiation service provider or services for providing account information, or for the selection of a particular person for the providing of the services, as well as for its implementation.

#### Article 225a Instant Blink payments in BGN

(1) The Bank accepts for execution an order for instant Blink payment in BGN only through the electronic channels for Internet Banking, from an account in BGN or in another currency, with an amount of the transfer less than or equal to BGN 30 000.00 (thirty thousand BGN), without transfers to the budget, and if the payment service provider of the payee is a reachable participant under the Blink program of the National Card and Payment Scheme, the payment is processed with the value date the date, on which it was accepted. Blink instant payment orders with a future execution date are not accepted.

(2) The Bank accepts incoming instant Blink payments in BGN at any time with value date the date, on which the respective instant payment is accepted, both to the account of a payee in BGN and to an account in foreign currency.

(3) For ordering instant Blink payments the account holder owes and pays fees and commissions according to the current Tariff of the Bank

(4) The maximum limit allowed for ordering/executing an instant Blink transfer is up to BGN 30 000,00, (thirty thousand leva), including but not more than the agreed allowed limits for execution of a payment transaction in the respective electronic Internet Banking channel.

(5) Maximum limits for instant Blink transfers:

	Limit for 1 transfer translation (sum)	Limit of 24 hours (sum) 00:00-24:00	Limit on the number of transfers per 24 hours 00:00-24:00	Limit for 7 days (amount)	Limit on the transfers number of translations for 7 days
Individuals	BGN 30'000.00	BGN 30'000.00	10 pcs.	BGN 50'000.00	30 pcs.
Business Clients	BGN 30'000.00	BGN 60'000.00	30 pcs.	BGN 100'000.00	50 pcs.

Article 225b Instant payments to Blink P2P mobile number (1) Individual clients, using actively the CCB Mobile mobile banking, may register for the Blink P2P service via a mobile number, which is provided by the centralised service of BORICA AD Blink Mobile Lookup for connecting the IBAN of an account of a beneficiary with a mobile phone number. Each

account, which can receive instant transfers to the Blink P2P mobile number, is uniquely bound to a mobile phone number — only one mobile phone number can be registered to one account for receiving transfers and only one account for receiving Blink P2P transfers can be registered to one mobile phone number. In case a client has several accounts with the Bank and several mobile phone numbers, it is possible that he/she has several active registrations for the Blink P2P service and to each account for receiving Blink P2P transfers he/she has to register a different mobile phone number.

(2) When registering for the Blink P2P service, the Client shall indicate a mobile phone number (regardless of whether it has been registered in CCB Mobile mobile banking) and the IBAN of an account in BGN, held in his/her name with the Bank for receiving Blink P2P transfers. The Bank allows for the Blink P2P service the registration of current accounts in BGN, which have been registered in the CCB Mobile mobile banking. For verification of the mobile phone number, specified by the Client upon registration, the Bank sends to him/her an SMS with dynamicly generated one-time password, which the Client shall enter in the mobile application. The registration for the Blink P2P service is made by the Client with the device, used by the Client to access the CCB Mobile application/mobile phone or a tablet with Android, iOS or Huawei operating system/and identification /PIN or biometric data/.

(3) By registering for the Blink P2P service, the Client accepts that the payment documents (orders and account statements) will contain respectively a mobile phone number of the beneficiery, which uniquely determines the IBAN of the account of the beneficiary bound with this number, into which the Blink P2P transfers, ordered by the Client, are credited accordingly.

(4) After successful registration for the Blink P2P service, the Client can order the execution of Blink P2P transfers from each of his/her accounts in BGN and foreign currency, registered in the CCB Mobile mobile banking, to the mobile phone numbers of individuals, registered for the Blink P2P service, but he/she can receive Blink P2P transfers only to his/her account in BGN, which is unambiguously bound by his/her mobile phone number, registered for the Blink P2P service.

(5) When ordering a Blink P2P transfer the Client may determine the transfer beneficiary by selecting a phone number from the contact list /directory/ of his/her mobile device, registered at CCB Mobile or enter the beneficiary's mobile phone number himself/herself and fill in the required fields accordingly (amount and remittance information).

(6) By submitting the order for the execution of the Blink P2P transfer the Client assumes responsibility for the accuracy of all the data contained therein, and for this purpose he/she should first verify the correctness of the beneficiary's names and the mobile phone number, on which he/she orders the transfer, as well as check the amount and the remittance information, which he/she has entered.

(7) The Blink P2P transfers shall be executed with sufficient funds on the account for the transfer amounts and the fees due for its execution and in accordance with the specified limits of the CCB Mobile mobile banking, the limits for the Blink P2P service per day/transaction or other, announced in the Tariff on the Interest Rates, Fees and Commissions for Individuals and/or on the Bank's website www.ccbank.bg.

(8) By registering for the Blink P2P service, the Client agrees to receive Blink P2P transfers from any person, registered for the service, by authorizing the Bank to credit his/her account bound by the registered number of his/her mobile phone, with the amounts of all incoming Blink P2P transfers directed to his/her Blink P2P mobile number, registered for the service.

(9) Upon any change of the mobile phone number and the IBAN of the account, registered by the Client for use of the Blink P2P service, the Client is responsible for making the respective change in the registration by indicating a new mobile phone number or a new account IBAN for receiving Blink P2P transfers. In case of a change in the number of his/her mobile phone, with which his/her account is bound for receiving instant transfers to the Blink P2P mobile number, the Client is obliged to immediately make the corresponding change/update in his/her registration for the Blink P2P service via the CCB Mobile mobile application, and the Bank is not liable for damages and/or losses of profits from an unimplemented change/update of the Client's mobile number or from late completion of such.

(10) By registering for the Blink P2P service, the Client consents to his/her personal data (names, phone number, IBAN, photo, necessary for the use of the service) to be provided to third parties — other persons registered for the Blink P2P service/users of the service/ and participants in the payment process.

(11) Upon the Client's consent to share his/her registration status, the information of his/her registration status becomes visible/freely available to the other users of the Blink P2P service.

(12) The Client may deregister at any time from the Blink P2P service through the CCB Mobile mobile banking.

(13) The closure of a Blink P2P account, registered for the service, takes place after its de-registration for the service.

(14) When performing Blink P2P transfers the terms and conditions for the execution of the instant Blink transfers, provided for in these General Terms and Conditions., shall apply accordingly.

(15) The permissible maximum limit for ordering/executing one instant Blink P2P transfer to mobile number is up to BGN 500.00 (five hundred leva), inclusive.

(16) Maximum limits for transfers to mobile number Blink P2P:

	Limit for 1 transfer (amount)	Limit for hours (amount) 00:00-24:00	Limit for number of transfers for 24 hours 00:00-24:00	Monthly limit (amount)	Monthly limit for number of transfers
Blink P2P	BGN 500.00	BGN 2'000.00	10 transfers	BGN 5'000.00	50 transfers

Article.226.(1) The Bank gives access to a payment account and to the opportunity for receiving payment orders for initiating of electronic payment operations by the user via the Internet banking channels -24 hours a day and seven days s week. (2) The payment orders received via the Internet banking channels are performed as follows:

1. within the business hours of the Bank – for payment orders received within the relevant business day;

2. within the business hours of the Bank on the next business day – for payment orders received after the end of the business hours of the Bank;

3. an order for execution of immediate Blink payment shall be deemed to have been received by the Bank, when the titleholder or the authorised user has ordered it (has given consent) for execution by filling in and confirming electronically through the respective electronic channel for internet banking and the data from the order have been registered in the information system of the Bank.

The Bank shall not be liable for an unexecuted transfer due to the inaccessibility of the respective payment service provider in the instant payments system or unsuccessful processing by other participants in the payment process.

The titleholder/authorised user is obliged to check the status of execution of the payment orders, submitted by him and to promptly report any discrepancies. Under the status "Approved for execution", "Executed — awaiting accounting" or "Accounted for" the order cannot be cancelled.

In the event of failure to execute an order for immediate Blink payment in BGN, the Bank shall notify the Client by sending an SMS message to the Client's mobile phone number, registered with the Bank or a message to the Client's e-mail address, registered with the Bank.

(3) The Client and the users authorised can order payment operations up to limits specified by the Bank as follows: daily limits/from 0:00 a.m. to 12:00 p.m. and respectively, 24 (twenty-four hour limits) until the expiry of a 24-hour period, with effect from the time the payment operation was performed (concerning operations from the accounts of the Client). The Client can request a change of the agreed limits within the maximum daily and 24- (twenty four) hour limits set by the Bank or a change of the limits of an individual user on a remote channel, in an office of the Bank or via CCB Online.

(4) Payment operation limits via CCB Online Lite channel:

1. The maximum daily limit for all payments from the Client account is the total amount of EUR 15,000 (fifteen thousand) or its equivalent in BGN or other currency;

2. Maximum 24 (twenty-four) – hour limits (until the expiry of the 24 hours, effective of the time of performing of a single payment operation):

- BGN 6,000 (six thousand) or the equivalent in foreign currency for transfers to recipients specified in advance;

- BGN 1,000 (one thousand) or the equivalent in foreign currency for transfers to other (random) recipients.

(5) Payment operation limits via CCB Mobile channel:

1. The maximum daily limit for all payments from the Client account is the total amount of EUR 15,000 (fifteen thousand) or its equivalent in BGN or other currency;

2. Maximum 24 (twenty four) – hour limits:

- BGN 20,000 (twenty thousand) or the equivalent in foreign currency for transfers to recipients specified in advance;

- BGN 8,000 (eight thousand) or the equivalent in foreign currency for transfers to other (random) recipients.

(6) The Bank will deny the execution of transfers exceeding the agreed limits.

(7) The Bank has the right to unilaterally set limits, respectively, to change the set limits by notifying the Clients within two months' notice, under the terms and conditions of Article 142 of these General Terms and Conditions.

(8) For the lawful execution of transfers for an amount equal to or exceeding EUR 15,000 (fifteen thousand) or its equivalent in BGN or another currency ordered by a user through another licensed payment service provider for initiating payment, it is necessary to provide documents according to the requirements of the MAMLA, etc. In case of ordered transfers exceeding the agreed limit, the bank shall refuse their execution.

(9) When performing cross-border transfers and payments to a third party through the Internet banking channels, Article 94 of these General Terms and Conditions shall be applied. The Bank may also require other documents necessary according to Article 40 of these General Terms and Conditions.

(10) Upon receipt of a Client order under the previous Paragraph of these General Terms and Conditions, the same shall be subject to execution by the Bank after submission of the required documents by the Client, according to the above mentioned paragraph. The relevant documents are provided scanned not later than 4:00 p.m. on the business day when the payment was ordered. In the event that the required documents are not presented, the Bank is not obliged to perform the order.

(11) Cancellation of the order, respectively withdrawal of consent for execution of a payment operation ordered via the Internet banking channels shall be performed in an office of the Bank by the user, who has given consent for the payment operation/payment order.

Article 227. The Client is liable for all unfavourable consequences resulting from wrongly or incorrectly registered and confirmed electronic documents and bank operations performed. The Bank is not liable for any possible errors in the information entered in the orders received electronically. The Client shall be liable if they gave incorrect instructions when using online banking or due to an error ordered a payment to be made more than once.

Article 228. The Bank shall make reasonable efforts to ensure security and prevent unauthorised access to the services provided by it, through remote channels, as well as to the software and hardware provided by the Bank to the Client, where applicable. The Bank has the right to set minimum technical requirements in terms of the equipment and devices of the Client used for Internet banking services.

Article 229. In exceptional circumstances, the Bank may terminate to provide a certain electronic service at any time or terminate in advance an active session for remote access of which it shall notify the Client as soon as possible.

Article 230. The Client undertakes:

- to ensure that the computer, modem, mobile device and any other device used by them is safe, sufficient and compatible with the standards and requirements set by the Bank;

- to perform regular checks for viruses and take the necessary action to protect against them;

- to follow the procedures and instructions in the user manuals provided by the Bank in connection with a certain service, including to use the devices for authenticity provided by the Bank; and

- to notify the Bank as soon as possible, in case they become aware of a failure, delay, malfunction, virus or error in sending or receiving orders or in the event of suspicion of fraud, as well as to provide the necessary assistance to limit damages on the instructions of the Bank.

Article 231. In case the Client uses Internet banking outside the territory of the Republic of Bulgaria, they assume the respective risk if by their action they violated a law in another country. The software, security devices, or payment instrument used with the service may be subject to copyright and may contain security features, such as cryptographic programs that may be subject to import and export requirements and whose use may be prohibited by the laws of another country.

Article 232. Unless the Bank has notified the Client otherwise, any software, hardware and device provided by the Bank in connection with an electronic product/service is licensed to the Client. The copyright and other rights in them and in the user manual and other information provided by the Bank shall remain property of the Bank or of the person who has granted the respective license. The Client shall use them exclusively in connection with this Agreement in the manner described in the User's Guide or other information provided by the Bank. The Client does not acquire any rights of intellectual property on them.

Article 233. The Client undertakes not to try or to allow to third parties:

(a) to change (including by modifying, decompiling or reversing), copy, use or distribute software and other elements, provided to the Bank; or

(b) to extract or modify in any way any data contained in a device or hardware provided by the Bank without the prior written consent of the Bank.

Article 234. The Client undertakes to indemnify the Bank for all costs, losses, damages or responsibility suffered due

(a) infringement of a third party's intellectual property rights by the Client, or

(b) modification of software by the Client, unless the licensor of the software, the Bank respectively, has expressed preliminary written consent to do so.

Article 235. The records maintained by the Bank of all electronic communications, orders, payments or other transactions shall be conclusive evidence of such communications, orders, payments and transactions of the time when they were given or executed.

# XXXVIa. Terms for blocking an electronic Internet banking channel (payment instrument)

Article 235a. (1) Under the conditions of Article 199 of these General Terms and Conditions, the Bank has the right to block a payment instrument for using the Internet banking service and it notifies the Client/User pursuant to Article 200 thereof.

(2) The Client/User, in the event of doubt about the security of the instrument, the existence of unauthorised use or fraudulent use, as well as in the presence of another valid reason, has the right to ask the Bank to block a payment instrument by means of a phone call to the 24-hour contact centre at \*5050 or via the contact form on the Internet web site of CCB JSC https://www.ccbank.bg/bg/kontakti#tab-internet-bankirane-ccb-lite-i-mobilno-bankirane.

#### XXXVIb. Additional conditions in relation to the use of non-cash payments of liabilities for utility and other

### bills

Article 236. (1) These General Terms and Conditions set out the terms and conditions under which the Bank provides the Client with the opportunity to make non-cash payments of utility bills and other utility bills provided by Merchants through remote banking channels, as well as a subscription for their automatic payment.

(2) The services under this Section are provided on grounds of an agreement between the Bank, Easypay JSC and Epay JSC and via the electronic payment system "ePay.bg". Epay JSC is a legal entity which is operating the "ePay.bg" system and which provides and guarantees information and technical data exchange between the bank, Easypay JSC and the merchants for the presence or absence of due obligations for payment of utility bills on the part of the Client under a specified unique identifier (such as a client, subscriber number, personal code, invoice number, etc. for merchants) and the respective confirmation to the Merchant of a successful payment in their favour. Epay JSC provides the Bank with the information on the availability, type and amount of liabilities under a specified unique identifier to a Merchant with which it has an agreement, and provides a real-time connection between the ePay.bg electronic payment system operated by it, and system of the Bank. The Bank provides the information including in the event of incorrectly submitted information from the Merchant to Epay JSC. Epay JSC undertakes to notify the Merchants and Easypay JSC about each payment confirmed by the Bank.

(3) The Bank is to debit the account of Easypay JSC opened in the Bank by the amounts ordered by the Client for the payment of utility bills within the terms of PSPSA. EasyPay JSC is an electronic money company and provider of payment services to Merchants, recipients of payment, which specifies the value date for debiting and provides to the payment account of the recipient the amount of the payment operation after receiving of the funds and by observing the terms according to the PSPSA.

(4) In the event that the Client notifies the Bank in writing that they have duly made a payment to the Merchant, but the payment was not confirmed by the Merchant as received, the Bank takes immediate measures to clarify the circumstances related to the transfer by requesting information from Easypay JSC.

(5) The Bank provides the Client with the opportunity, through the remote channels, to create in their account a list of trusted recipients of payments for utilities and household services by registering a Merchant-recipient of the payment and filling in the unique identifier (such as customer, subscriber number, personal code, invoice, etc.), where the respective Merchant receives the payments. This is possible only for the Merchants who have an agreement signed with Epay JSC and can be selected from the list of Epay JSC included in the account. For the registered trusted recipients and the respective unique identifiers, the Client receives updated information on the amounts due, and can, at their discretion, order a credit transfer of these obligations.

(6) The Client can submit to the Bank a request for automatic payment of obligations for utilities and others, by virtue of which they order the Bank to pay on their behalf and at their expense obligations for utilities or other household services to Merchants specified in advance by the Client and a unique identifier (such as customer, subscriber number, personal code, invoice number, etc.), by which the respective Merchant receives the payment.

#### XXXVII. Additional conditions in relation to performing of mass payments

Article 237. (1) The Bank executes orders of the Client for making mass payments on the basis of information submitted by the latter, according to this section of the General Terms and Conditions, for the individual credit transfers included in the payment and constituting it to accounts of persons opened with banks in the Republic of Bulgaria. in accordance with the current legislation of the Republic of Bulgaria and the agreement between the parties. To make each individual mass payment credit transfer the Client is to pay to the Bank a fee equal to the one specified in the Tariff of the Bank for performing of the respective standard credit transfer unless otherwise agreed by the parties.

(2) The Client undertakes to submit to the servicing branch of the Bank the whole information (exhaustive and correct), necessary for each credit transfer included in the relevant mass payment order, by filling in and submitting to the Bank on a hard copy a "Mass Payment Order" (as per sample of the Bank) and a "Receipt for acceptance of a mass payment order" (as per sample of the Bank), in compliance with the information provided to the Bank. The data concerning the credit transfers indicated in the submitted "Mass Payment Order" shall be identical to the data concerning the credit transfers indicated in the "Receipt for acceptance of a mass payment order" related to the respective order.

(3) Simultaneously with each deposited in the Bank "Mass Payment Order", the Client undertakes to submit to the Bank the information necessary for the execution of each transfer to the account of the natural person, included in the order electronically or by presenting a copy on a technical data medium (electronic/magnetic). The information format as well as the type of the technical media are to be specified additionally by the Bank. The information submitted on paper and electronically shall be consistent. The Bank performs the transfers in compliance with the information submitted by the Client, and in the event of differences between the information submitted on paper and that in electronic format, the applicable information for the Bank shall be the information submitted electronically. The Client undertakes not to record on an electronic (technical) media submitted order, and not to present to the Bank no other information.

to:

(4) The Client undertakes to provide in a timely manner to the account from which it orders the mass payment, any global amount necessary for the execution of all credit transfers included in the respective mass payment order and its constituent transfers, as well as the respective amounts for execution of each credit transfer. Partial execution of an order for mass payment (execution of only part of the transfers included in the respective order) due to lack of secured funds or mismatch of currency of the accounts from which and on which the transfer is executed, as well as execution of an order for mass payment with a future date is not allowed. The available funds are to be provided by the Client as at the moment of submitting of the information according to Paragraph 2 and Paragraph 3 at the latest.

(5) The Bank does not manually input the payment order in the data base, in the cases when the Client does not observe the conditions for submitting of information in compliance with the specified in this section and in these General Terms and Conditions.

(6) The Client undertakes to provide the amounts in BGN and it is necessary the accounts of the persons in terms of which the respective payments are to be made to be indispensably in BGN.

Article 238. (1) In the event that the Client submitted to the Bank the information necessary for the execution of the respective mass payment order according to Paragraph 2 and Paragraph 3 of the preceding article until 12:00 a.m. of a given business day and provided the funds necessary for the execution of the order as at the same moment, the Bank executes the transfers included in the mass payment order within the same business day. If the information according to Paragraph 2 and Paragraph 3 of the preceding article is submitted after 12:00 a.m., the Bank transfers the funds to the bank accounts on the next business day at the latest.

(2) The Bank undertakes to execute the orders of the Client in compliance with the information submitted by the Client without exercising control over the contents.

(3) The Bank notifies the Client for the transfers/payments performed by means of a "Recorded Mass Payments Printout".

Article 239. (1) The Bank is not liable for transfers executed according to the information submitted by the Client.

(2) The Bank is not liable for any delay and/or inaccuracies in executed transfers due to act or omission by the Client. In this relation, the Bank directs to the Client all enquiries by natural persons related to the amounts transferred to them and the moment of transferring.

(3) The Bank is not liable for non-performance of a transfer due to mismatch of the currency of the account from which and to which a transfer is executed, nor due to non-existence/closing of an account to which a transfer was ordered for execution.

(4) The Bank is not to execute a mass payment order in the event that as at the date of submitting of the order the funds provided by the Client are not sufficient for the execution of all the credit transfers included in the order and the fees due to the Bank for this.

(5) The Bank has the right to reject to execute a payment order of the Client in the event of a non-performance of any of the terms of the agreement on behalf of the Client.

Article 240. By submitting a mass payment order the Client declares that they process and present to the Bank the personal data of the natural persons who are recipients under the credit transfers as per valid legal ground.

Article 241. Upon termination of a framework agreement, the parties undertake to make all payments, the grounds for which arose before the moment of termination.

# XXXVIII. Fees, commissions and interest rates on accounts

Article 242. When providing services, the Bank charges, respectively applies fees, commissions and interest rates, in accordance with its Tariff for fees, interest and commissions.

Article 243. When the Client is a recipient, the Bank has the right to make deductions for its fees from the transferred amount before crediting the Client's account. In the information provided to the Client, the value of the payment transaction is indicated separately from the amount of fees that will be deducted from it.

Article 244. The fees and commissions for transfers from/to a bank account are calculated and collected ex officio by the Bank on the day of performing of the transfer.

Article 245. The fees for keeping and maintenance (servicing) of a bank account are calculated and collected ex officio by the Bank on a monthly basis. The fee is deducted in advance in the end of the month preceding the month for which the respective fee is due. In the event that the funds necessary for repayment of the Bank receivables are not available in the account of the Client, "an overdue receivable from fees and commissions" is formed ex officio for the Client for the lacking part which becomes immediately due.

Article 245a. Upon imposition of/imposed foreclosure on Clients' receivables from accounts, opened with CCB AD, the Bank shall charge and collect a fee for processing and execution of each foreclosure message/message for the lifting of the imposed foreclosure (full or partial) from each blocked account on the day of receipt of the message. In the event that the funds necessary for repayment of the Bank receivables are not available in the account of the Client, for the lacking part "an overdue receivable from fees and commissions" is formed ex officio which becomes immediately due.

Article 245b. Upon provision of payment services from/to blocked accounts in relation to imposed seizures on bank accounts, the Bank calculates and collects fees according to the Tariff on Fees, Interests and Commissions.

Article 245c. When a balance of a sequestrable (subject to seizure) and non-sequestrable amount (not subject to seizure) is available in the Client's account blocked in execution of an attachment, from which the respective fee will be collected, the fee is collected from the non-sequestrable amount. In the event that there is a balance on the account, formed only by a sequestrable amount, the fee is collected from it.

Article 245d. If the client has more than one account and in one of them there is a sufficient balance for collecting fees from each account blocked under the seizure, while in the others there is no balance, the fees are collected from the account with sufficient balance, according to Article 250.

Article 246. The Bank forms an unauthorised overdraft in terms of outstanding fees due for auxiliary services provided to the Client (SMS fee, Synchron service, etc.) An unauthorised overdraft is the debit balance of an account in terms of which no overdraft was approved or the excess of the debit balance over the amount of the overdraft granted by the Bank.

Article 247. Forming an unauthorised overdraft constitutes non-performance of the obligations of the Client under the Agreement. The obligation under the unauthorised overdraft is immediately due and the interest accrued is higher than the one for the overdraft according to the Tariff of the Bank.

Article 248. Forming of "an overdue receivable from fees and commissions" as well an unauthorised overdraft may reflect on other legal relations of the Client with the Bank, such as bank card agreement, overdraft, etc. according to what was agreed.

Article 249. For providing of information outside the cases explicitly stated in these General Terms and Conditions, the Bank collects ex officio a fee from the account of the Client according to the Tariff. If the account about which information is prepared is closed, the Client deposits the amount due over the counter or makes a non-cash transfer to an account with the Bank.

Article 250. The Client undertakes to pay to the Bank all fees and commissions due under the contract, and on the basis of Article 21 of Ordinance No 3 on the conditions and procedures on the opening of payment accounts, for the execution of payment transactions and on the use of payment instruments, agrees that the Bank collects them ex officio from all its accounts, for which the Bank has the right to block an active account of the Client (with a positive balance and/or movement of funds) up to the amount of the current due and executable fees on all of its accounts. In case of failure of the Client to pay the fees, including in the form of failure to provide sufficient assets for ex officio collection of the fees from the Client's accounts, the Bank shall have the right to unilaterally terminate the contract and close the accounts in accordance with Article 153.

Article 251. The interest, where applicable, shall be calculated in the amount, specified in the Tariff, on the balance of the Client's account for each day. It is charged to the Client's account (checking or interest-bearing account) on the due date, specified in the contract.

Article 251a. The Bank accrues interest payable to the Client before maturity, in the event of official transfer by the Bank in execution of an attachment, it transfers all the funds available in the account. In this case, the interest is accrued on the account immediately before the transfer to the executive authority.

# XXXIX. Exchange rates

Article 252. When performing payment services in a currency other than BGN, the Bank shall apply the current arbitrage exchange rate (as declared by the Bank in its branches) as at the moment of implementing the payment service, unless agreed otherwise.

### XL. Right to set off

Article 253. If the Bank owes the Client money under a current, savings or other type of account within the scope of this or a different agreement between the Bank and the Client, and the Client has not paid an amount payable to the Bank in relation to an authorised or unauthorised overdraft, credit card or any other type of credit agreement between the Bank and the Client, the Bank shall be entitled to use the funds owed by the Client for repayment of the Client's debt to the Bank. The Bank shall have the right to implement setoffs without prior notification of the Client.

# XLI. Measures against money laundering and financing of terrorism. Cases of imposed international sanctions/embargos

Article 254. In implementation of the obligations imposed on the Bank by the effective regulations, with regard to its clients the Bank shall apply a suitable risk-based approach and: 1) the measures provided by legislation against money laundering and financing of terrorism; 2) the measures in implementation of international agreements that became effective for the Republic of Bulgaria, as well as regulations of the European Union and other international bodies/institutions authorised to impose sanctions and embargos. The Client and the Bank agree that during the implementation of the agreement it may be necessary to also apply measures and restrictions as part of a third country's legislation, which are not legally effective in the Republic of Bulgaria, if this is requires in light of the fact that: 1) The Bank or its affiliated legal person conducts business in said third country (whether via an office, branch or in a different form) and non-compliance with the measures and restrictions can lead to the imposition of property sanctions or loss of goodwill for the Bank and/or its affiliate; 2) the Correspondent Bank or its affiliated legal person through which a payment operation is implemented in said third country (whether via an office, branch or in a different form) and non-compliance with the measures and restrictions can lead to the imposition of property sanctions or loss of goodwill for the Bank and/or its affiliate. In relation to the implementation of this obligations, the Bank shall be entitled to request full cooperation by the Client for the provision of additional information and/or documentation related to the payment operation or the transaction to which the payment is related, for the purpose of establishing and/or verifying separate elements thereof such as: information related to the parties to the operation (ordering and/or receiving party) or to the parties to the transaction to which the operation is related if they are different than the ordering party (such as scope of business, type of goods and services ordered, place of business, full address, details about the full name, date and place of birth and every citizenship of actual owners, etc.); requests for the provision of copies from agreements concluded between the ordering and receiving party, issued invoices, bills of lading and other similar documents related to the payment grounds and the origin of funds. Application of the measures provided by legislation, including those within the scope of this section, is in the best interest of the Bank and the Client and aims to safeguard them from potential property damage and sanctions, including, but not limited to, freezing and/or seizure of funds and other assets, loss of goodwill, etc. Information/documentation shall be organised in such a way as to categorically lead to the conclusion of a lack of any noncompliance/discrepancy of the payment operation or the transaction to which the payment relates, with measures and restrictions within the scope of this section. Due to the above, the Bank reserves the right to request the stated additional information and documentation from the Client without a request of the competent authorities, including with regard to past payments if the Bank decides that a situation could arise in relation to the sanction/embargo regime. Without any prejudice to the application of measures and restrictions within the scope of this section, the Bank shall undertake to make all reasonable effort for the timely implementation of the payment operation and to cooperate with the Client for the resolution of their obligations under this section. A lack of cooperation from the Client with regard to providing the information/documentation under the MAMLA or a discrepancy between the payment operation and the operation to which the payment relates, with measures and restrictions within the scope of this section, can lead to a delay of rejection of the implementation of the payment operation. In exceptional cases, the operation can be rejected or delayed despite the cooperation granted by the Client and the effort made by the Bank, due to reasons beyond their control such as a rejection of the operation by the Correspondent Bank or other circumstances which the Bank could not overcome with due care.

Article 255. With the action of signing an agreement with the Bank, the Client undertakes to provide full cooperation to the Bank as required for the implementation of the Bank's obligations as applicable in accordance with the effective regulations in the field of measures against money laundering and financing of terrorism.

#### XLII. Prevention and control

Article 256. The Bank shall not open or service accounts, respectively accept payments or perform operations ordered under or from accounts intended for collecting funds related to unsolicited commercial communications or offers sent to an indefinite group of persons, whose conditions allow for charges to not be implemented and/or are based on gambling and/or intend to use disloyal and/or misleading, aggressive commercial practices or practices of bad faith and actions and results prohibited by

law, and/or money laundering, and/or financing of terrorism, and/or implementing forms of fraud and abuse of the Bank's trust as a servicing bank, and/or which threaten the goodwill of the Bank and/or the banking system.

Article 256a. The Bank does not accept documents with notary certification, unless prepared in the form provided by the relevant legislation. When verifying signatures on private documents, where one of the parties to the proceedings could not sing due to illiteracy or disability, the document shall have an affixed print of the right thumb instead of a signature, and where provided by law, it shall be signed by two witnesses.

Article 257. The Bank shall not perform an operation ordered by the Client in favour of a person who is under sanctions for payments imposed in accordance with the relevant officially adopted procedure and rules, respectively where there are imposed national or international sanctions/bans on payments, the implementation of which is in violation of the adopted restrictions, and the consequences provided in accordance to the restrictive legislation from performing such operations shall be the sole responsibility of the ordering Client and shall be borne by them in full.

Article 258. If a violation is found of the bans for implementing the operations stated in Articles 256 and 257 of these General Terms and Conditions by fault of a Client, the Bank shall immediately block their accounts for disposal operations (receiving and/or ordering) for payments. The received transfers shall be returned to the sender via the sender's bank. Payment orders shall not be approved. The Bank shall be entitled to collect service fees and commissions ex officio from the balances of blocked bank accounts, until an order is received by the account holder for closing their accounts with the Bank accompanied by orders for the transfer of balances on their accounts to another bank.

Article 259. The Bank shall notify the Client – account holder, of the established violation of the bans set out in these General Terms and Conditions on operating with accounts (receiving and sending payments via unauthorised payment operations) and of blocking these accounts with the Bank in compliance with the provisions of Article 258 of these General Terms and Conditions, with a statement from the blocked accounts provided using the channel specified by the Client for receiving information regarding the state of their accounts with the Bank.

Article 260. The Client shall undertake to order the closing of their accounts with the Bank within three days of the date of the notification under Article 259 of these General Terms and Conditions, stating where the balances on the accounts are to be transferred after the Client's payables to the Bank have been set off from them. In the event of a seized account, the closure of the account shall be performed immediately after the end of the respective proceedings, with the official lifting of the seizure by the relevant authority, and the remainder of the balance left after the implementation of the seizure, if any, shall be transferred to the account specified by the Client.

### XLIII. General provisions

Article 261. The legislation applicable to the contractual relationship between the Bank and the Client shall be the Bulgarian legislation.

Article 262. The Framework Agreement shall be concluded, respectively, the communication between the parties during the effect of the Agreement shall be implemented in Bulgarian, unless agreed otherwise.

Article 263. By submitting the request for a payment service, respectively, by signing an agreement, the Client declares that:

The Bank has notified them that as a personal data controller, it will process their personal data in compliance with all regulations, pursuant to Article 6, Paragraph 1, letter (b) and letter (c) of 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, specifically in relation to: taking steps at the Client's request before the conclusion of an agreement with or the use of services of the Bank, respectively, for the implementation of contracts concluded between the Client and the Bank; the requirement for compliance with legal obligations applicable to the data controller under the Measures Against Money Laundering Act (MAMLA), the Tax and Social Security Procedure Code, the Credit Institutions Act, the Consumer Credit Act, the Real Estate Credit Act, the Public Offering of Securities Act, the Markets in Financial Instruments Act, under Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006, the Law on Payment Services and Payment Systems, Ordinance No. 3 of the Bulgarian National Bank (BNB), the Currency Act, Ordinance No. 27 of the BNB, etc., and detailed information, including regarding deadlines for processing the Client's personal data and their rights, is available on: <a href="http://www.ccbank.bg/bg/about-us/gdprmew/">http://www.ccbank.bg/bg/about-us/gdprmew/</a>

Article 264. By signing the agreement, the Account Holder and the Third party – cardholder give their explicit agreement for the Bank to send digital messages, text messages, email and/or letters with information concerning the legal relationship(s) between the parties to the contact coordinates (mobile phone, email address or physical address) specified by them.

Article 265. During the effective period of the framework agreement, the Client shall be entitled to receive the general terms and conditions of the framework agreement at their request, as well as the preliminary information pursuant to Article 60 of the Law on Payment Services and Payment Systems on paper or another durable media type (email).

Article 266. The Client shall be entitled to submit a written complaint to the Bank with regard to the provision of payment services under the agreement. The Bank shall be entitled to make a decision and inform the Client in writing of said decision within 15 business days of receiving the complaint. As an exception, where the Bank is unable to make a decision within the specified term due to reasons beyond its control, it shall send the Client an answer setting out the reasons for the delay, as well as the period within which the Client shall receive the decision on the complaint. In any case, the term for receiving the decision shall not exceed 35 days of receiving the complaint. If the Bank fails to make a decision within the stated deadlines, as well as where the decision made is not to the Client's satisfaction, the dispute can be referred for review by the Conciliation Commission on Payment Disputes created as part of the Commission for Consumer Protection at the following address: Sofia 1000, 4A Slaveykov Square, floor 3; website: www.kzp.bg, or to the competent Bulgarian court. The Bank shall prepare answers to complaints, requests and inquiries by Clients within the procedure and the deadlines set out in this provision, with regard to the operations and actions performed by the Bank for the imposition and implementation of seizures, including transfers to authorities from the executive branch, as well as provision of payment services to seized accounts, collection of charges and other similar actions.

Article 267. (1) Deposits on accounts with the Bank shall be guaranteed under the conditions and in compliance with the procedure set out in the Republic of Bulgaria National Assembly Bank Deposits Guarantee Act (RBNABDGA) via a Fund for bank deposit guarantee (the Fund) which is a legal person with a seat in Sofia.

(2) The Fund guarantees full payment of the amounts in deposits in BGN and foreign currency per person in any bank, regardless of their amount and number up to BGN 196,000. The latter shall not apply for persons who acquired deposit rights as a result of disposition actions performed with the deposit and following the date of issuance of an act pursuant to Article 20, Paragraph 1 of the RBNABDGA. The total amount of the Bank's obligation to a depositor shall be determined as the aggregation

of their deposits, including the interest accrued by the date of issuance of the act pursuant to Article 20, Paragraph 1 of the RBNABDGA. During calculation, deposits in foreign currency are taken into account in their equivalent value in BGN, as determined by the exchange rate of the Bulgarian National Bank as at the date of issuance of the act pursuant to Article 20, Paragraph 1 of the RBNABDGA. In the event of a joint deposit, each person's part is taken into account when establishing the total amount of deposits with the bank. Unless agreed otherwise in the deposit agreement, it is agreed that depositors are holders of equal amounts. In addition, the following deposits are guaranteed in the maximum amount of BGN 250,000 for a period of three months following the moment the amount is credited to the account of the depositor or as of the moment of the depositor acquiring the right to dispose with the amount of the deposit: 1. deposits of natural persons originating as a result of transactions with real estate for residential purposes; 2. deposits of natural persons originating as a result of the conclusion of marriage, the termination of an employment or legal relationship, disability or death; 3. deposits originating as a result of headth or social insurance contributions or of the payment of compensation for damages from crimes committed or overturned verdicts.

(3) The guaranteed amounts shall not be repaid for deposits in the bank of: 1. Other banks made in their name and at their expense; 2. Financial institutions within the meaning of Article 3 of the Credit Institutions Act; 3. Insurers and reinsurers within the meaning of Article 12 of the Insurance Code; 4. Pension insurance companies and the funds for supplementary pension insurance and funds for making payments managed by them; 5. Investment intermediaries; 6. Collective investment schemes, national investment funds, alternative investment funds and companies with a special investment purpose; 7. Budget organisations within the meaning of § 1, Item 5 of the additional provisions of the Public Finance Act; 8. The Investor Compensation Fund, the Bulgarian Deposit Insurance Fund and the Guarantee Fund pursuant to Article 518 of the Insurance Code.

(4) No guarantees shall be provided for deposits originating from or related to transactions or actions which can be considered money laundering within the meaning of Article 2 of the Measures Against Money Laundering Act or financing of terrorism within the meaning of the Measures against the Financing of Terrorism Act, established via an effective verdict. Deposits shall not be cashed whose holder has not been identified in accordance with Chapter Two, Section V of the Measures Against Money Laundering Act as at the date of issuance of an act pursuant to Article 20, Paragraph 1 of the RBNABDGA.

(5) The fund pays the guaranteed deposit amounts via one or more banks determined by the fund's Management Board. Within no more than two business days before the funds begins paying deposit amounts, the fund's Management Board shall be required to announce in at least two central daily newspapers and on their website the day from which depositors at the bank can receive payments from the fund, as well as the bank(s) through which such payments shall be made. The fund shall ensure access of the bank's depositors to the payable amounts from guaranteed deposits no later than seven business days as of the date of issuance of an act pursuant to Article 20, paragraph 1 of the RBNABDGA. The payment term can be extended in the following cases: 1. The depositor does not have exclusive rights over the amounts in the account, where the person entitled to receiving payment from the fund is the one in whose favour the deposit was made, unless stipulated otherwise in the Agreement and under the condition that the person has been identified or can be identified, but within three months of the issuance of an act pursuant to Article 20, Paragraph 1 of the RBNABDGA; 2. It has not been established whether a particular person has the legal right to receive the guaranteed amount of the deposit or where the deposit is the subject of a legal dispute; in such cases the deposit shall be paid within seven business days of the date of notifying the fund of the dispute resolution or of establishing the legal right; 3. The deposit is the subject of restrictive measures imposed by the government or by international organisations; in such cases the deposit shall be paid within seven business days of notifying the fund of the suspension of the effect of the restrictive measures; 4. The payable amount is part of a temporary high balance of the account in accordance with the conditions of Article 10 of the RBNABDGA, but for no longer than three months of the date of issuance of the act pursuant to Article 20, Paragraph 1 of the RBNABDGA which is grounds for payment of the amounts; 5. The fund pays guaranteed deposits in a branch of the bank in another member state, but always within 20 business days of the date of issuance of an act pursuant to Article 20, Paragraph 1 of the RBNABDGA. Regardless of the established deadlines, where a depositor or another person who has rights over or interest in amounts in a particular account is a defendant for an action arising from or related to money laundering within the meaning of Article 2 of the Measures Against Money Laundering Act or the financing of terrorism within the meaning of the Measures against the Financing of Terrorism Act, the fund shall be entitled to temporarily suspend all payments concerning the depositor/person until a judicial act becomes effective.

(6) Depositors shall be compensated for amounts above those received from fund from the property of the bank in accordance with effective legislation.

(7) An information newsletter for the depositors with basic information about the protection of the deposits, in accordance with Article 57, Paragraph 3 of the Credit Institutions Act, shall be provided to the depositor in Bulgarian (unless it has been expressly agreed that this would be done in Russian or English) before the conclusion of an agreement and at any time following such conclusion at the office of the bank within the established business hours. The information newsletter shall be available at any time without restriction on the website of Central Cooperative Bank JSC – www.ccbank.bg, in Bulgarian, Russian and English.

Article 268. When opening an account, the Client shall undertake to provide proof of their tax status.

1. Proof of the tax status of a natural person can be acquired in the form of:

- A declaration provided by the natural person – owner of the income, with regard their tax status in accordance with the Income Taxes on Natural Persons Act;

- Document(s) establishing the circumstances of a natural person based on which a conclusion can be made as to whether the person is local or a foreigner within the meaning of the Income Taxes on Natural Persons Act (for instance, an order for business trips or an agreement for commissioning an employee to work abroad);

- A certificate issued by the relevant competent authority.

2. Proof of the tax status of a legal entity can be acquired in the form of:

- An original or a copy certified by a notary of the registration act/judicial or other certificate in accordance with the legislation of the country of registration of the legal person, which needs to feature a date of issuance, the full name of the legal entity, date of registration, country, management and/or seat address, the names of the representatives;

- A declaration of the person representing the legal entity – owner of the income, in accordance with the registration act/a certificate of the entity's tax status in accordance with the Corporate Income Tax Act;

- Document(s) establishing the circumstances of the legal entity based on which a conclusion can be made as to whether the entity is local or foreign within the meaning of the Corporate Income Tax Act.

3. The Client shall undertake to provide additional documents for the verification of their tax status if required.

Article 269. The Client hereby declares that they have been notified of the following:

1. The income acquired by interest is taxable according to the current legislation.

2. Where applicable in accordance with national legislation, the Bank, as a taxable entity, shall deduct and pay ex officio the taxes owed in the event of payment of interest which constitutes taxable income by law, and it shall do this on the basis of the data about the Client's status declared at the signing of the agreement and during its effective period.

3. The Client shall undertake to notify the Bank immediately and in writing in the event of any change in the circumstances determining them as a "local" or "foreign" person which were established at the signing of the agreement.

4. All actions of the Bank, including in its capacity as a taxable entity, hall be deemed legal and rightful if the Client has failed to perform their obligations under the previous item and the Bank shall not owe any indemnification for potential losses suffered.

Article 270. An integral part of these General Terms and Conditions are the Tariff on the Interest Rates, Fees and Commissions for individuals and the Tariff on the Interest Rates, Fees and Commissions for business clients, hereinafter referred to as "The Tariff"/"The Tariff of the Bank".

Article 271. These General Terms and Conditions, as well as all their amendments, are published on the website of Central Cooperative Bank JSC – www.ccbank.bg, and are available on paper in the customer service offices of the Bank.

# XLIV. Within the meaning of these General Terms and Conditions:

1. "Authorisation" is a process wherein payment card operations are authorised (approved) or rejected after the verification of data, parameters and characteristics related to the payment card, the authorised user of payment services and the operation such as validity and status of the card, PIN code or other personalised means of security (if required), available balance limits, etc. If the operation is approved, the amount requested by the cardholder is blocked and accounted for as an expenditure on the holder's account after a financial message is sent by the institution servicing the device which was used to perform the operation. The term of implementation of the financial presentation is 45 days of the date of the operation.

2. "Contactless card" - A bank debit or credit card with an integrated antenna for contactless reading of the information digitally recorded on the card.

3. "Contactless card payment operation" – A payment operation using a contactless card performed by approaching the card to a contactless reader of a terminal device. The information between the payment instrument and the device is exchanged based on an established radio frequency. A contactless payment operation up to a specific amount is performed without entering a PIN code, with the amount specified by the card organisations of each separate country. A contactless card operation can be performed both in on-line and in off-line mode.

4. "Biometrics or biometric data" means unique, measurable physical characteristics of the user/cardholder, which can be used to recognise (identification) or check (verification) of a stated identity. Biometric data can vary – it can be a picture or face recognition (Face ID), fingerprints (Fingerprint/Touch ID), the iris, the voice, hand geometry, vein identification, signature, etc.

5. BORICA JSC is a payment organisation using payment cards and a system card operator for card payments in the Republic of Bulgaria.

6. "Value date" is a reference date used by a payment service provider for calculating the interest on the amounts charged or credited to the payment account. Where no interest accrual has been agreed for a payment account, the value date shall be the date on which the payment service provider shall charge or credit the payment account.

7. "Virtual terminal POS device (Virtual POS Terminal)" means a logistically defined POS terminal used to implement transfers to payment accounts, payment for goods and services, reference and other payment and non-payment operations via the Internet, terminal ATM devices or digital phones using a payment or pre-paid card in on-line mode.

8. "Date of implementation" means:

(a) for credit transfer orders – the date on which the Bank credits the Client's account for implementation of the transfer order if the funds necessary for the transfer and the payable bank fees have been provided;

(b) for transfer orders in BGN for direct debit – the date on which the Bank delivers the message to the bank of the payer if the Client has provided the funds for covering the payable bank fees;

Where the Client has stated a "date of implementation" it is accepted that the implementation date is the date of accepting the document. If the funds for the transfer and fees have not been provided on the date of implementation, the Bank shall reject the implementation of the order and it shall undertake no further payment attempts at a later date. The date of implementation cannot precede the date of accepting the implementation order.

For transfers in currency, the value date of the transfer cannot precede the date of implementation.

9. "Two-factor authentication" (or 2FA for short) is a procedure of the Bank for establishing the identity and authenticity of the card payment operation, which includes the application of two different elements for the verification of the payment order – a combination of a static password (knowledge) and a dynamic password (ownership)/mobile authentication – authentication via biometric characteristics. Mobile authentication is a method of two-factor identification of the Authorised User via their fingerprint or face recognition, using the mobile application of CCB JSC and featuring the use of two different elements: ownership and a specific characteristic.

10. "Fingerprint/Facial recognition (FaceID)" – an element of the aggregation of biometric data used via a mobile device for establishing the identity of the user when performing remote operations through the mobile application of CCB JSC – CCB Mobile, as well as for verification of the implementation of payment operations online via card issued to their name by CCB JSC. The application CCB Mobile is available for mobile devices running on the operation systems iOS and Android,with certain minimum requirements for the version, availability of sensors, etc. If this method of two-factor authentication is selected, installation is required of the application on the mobile device, as well as registration of the payment card by the Authorised User in the application.

11. "Direct debit" means a national or cross-border payment service for charging the payer's payment account when the payment operation is performed at the initiative of the receiving party based on consent provided by the payer to the receiving party, the payment service provider of the receiving party or the payment service provider of the payer.

12. "Durable medium" means any instrument which allows the payment service user to store information addressed to them in a manner accessible for subsequent reference, for a period sufficient for the purposes for which the information was provided and which allows for unaltered reproduction of the stored information. Durable media shall only include printouts of devices for printing account statements, floppy disks, CD-ROM, DVD, computer hard drives which can store digital communications and internet pages available for subsequent reference, for a period which is sufficient for the purposes of the information and which allows for the unaltered reproduction of stored information, etc.

13. "Email address" shall mean an information system for receiving electronic communications identifiable by a common standard – email of the user specified by them to the Bank for receiving communications.

14. "Detailed identification" is a procedure for establishing identity developed in a manner which protects data confidentiality and features the application of two or more of the following independent elements: 1. knowledge – something only the user knows (a password, PIN code, PIN access code, OTP, CVC2/CVV2, etc.); 2. ownership – something only the user owns (a card, mobile device, token, QCQES); 3. a specific characteristic – something that characterises the user (biometrics).

15. "Qualified electronic signature" (QES) is based on a qualified certificate for a qualified electronic signature (QCQES) issued by a qualified provider of verification services. The legal effect of the qualified electronic signature is equal to that of a signature affixed by hand, as the QES is connected to its holder and identifies them in a unique way created using a device for the creation of a qualified electronic signature, which the QES holder can use with a high degree of trust, is under their control and is connected to the data signed with a QES in a manner that allows for each subsequent change in the data to be found.

16. "Contact payment operation with a bank card" – a payment operation performed with a card through reading and processing of the data of the payment instrument by the terminal device by placing the card in the terminal's reader device.

17. "Credit transfer" is a national or cross-border payment service for crediting a payment account of the recipient by means of one or several payment operations performed in relation to the payment account from the provider of payment services who is servicing the payment account of the payer on grounds of the order of the payer.

18. "International Card Organisation" are the payment organisations Visa International/Mastercard Worldwide with which the Bank has agreements for the issue of specific types of payment cards signed.

19. "Transfer order" means any order by a participant in a system with settlement finality for a monetary amount to be provided at the disposal of the recipient by debiting the accounts of a credit institution, central bank, central counterparty or settlement agent or any other order leading to undertaking or execution of a liability for payment according to the system regulations.

20. "Available transfer of funds" is a payment service where funds are provided by the payer without any payment accounts being opened in the name of the payer or the recipient, with the sole purpose of transferring the respective amount to the recipient or to another payment service provider acting in the name of the recipient, and/or where the funds are received in the name of the recipient and are at their disposal.

21. "Invalid unique identifier" is an identifier which does not meet standardised requirements, if such are applicable.

22. "User password for online banking" is a combination of numbers, Latin letters and symbols, a type of personalised security means which serves as identification and provides access to the relevant online banking channel only in combination with an established username.

23. "Personalised security means" are personalised characteristics provided by the Bank to a payment service user for the purposes of establishing their identity and/or authenticity.

24. "Personal Identification Number (PIN code)" is a personalised security means of no less than 4 (four) digits, which is connected to the payment card and which is provided to the cardholder by the card issuer. The PIN code can be changed by the Cardholder using a terminal ATM device (cash machine) located on the territory of the Republic of Bulgaria.

25. "PIN code for registration of a mobile device" is a personalised identification code, a combination of numbers, which is provided by the Bank to the User and serves for activating the mobile application CCBank Mobile App and for registering the mobile device for the remote channel CCB Mobile.

26. "Access PIN code" is a personal identification code, a combination of numbers, a type of personalised security means, which is created by the user of the mobile application CCBank Mobile App and serves for identification when accessing accounts, initiating payment operations and other user actions.

27. "Profile" is an individual recording in the information system of the Bank created by each natural person who is an online banking user, for the purpose of individualising the respective user through a set of data about them.

28. "Payment instrument" is a personalised device(s) and/or set of procedures agreed between the payment service user and the payment service provider (the Bank) used by the payment service provider for the purpose of filing a payment order.

29. "Payment operation" is an action undertaken by the payer or the recipient related to the depositing, transfer or withdrawal of funds, regardless of the main legal relationship between the payer and the recipient.

30. "Card-related payment operation" is a service based on the infrastructure and the commercial rules for the payment card plan for performing a payment operation via card, terminal, telecommunications, digital or IT devices or software. Payments cards can be used to implement reference and non-payment operations as well.

31. "Payment account" is an account serviced in the name of one or more payment service user, which is used for the implementation of payment operations.

32. "Payment order" s any order from the payer to the recipient or to the payment service provider, which is used for the implementation of a payment operation.

33. "Payer" is a natural person or legal entity who is the holder of a payment account and is ordering the implementation of a payment order on the account, and where there is no such account – a natural person or a legal entity which initiates a payment order.

34. "Recipient" is a natural or legal person established as the intended recipient of funds which are the subject of a payment operation.

35. "User" is a natural person – user of a payment account that performs activity under agreements for the provision of payment services outside their commercial or professional scope.

36. "Username of an online banking user" is a unique combination of Latin letters, numbers and symbols, a type of personalised security means that serves as identification and access of the user to the remote online banking channels.

37. "Business day" is the day on which the respective payment service provider of the payer or the payment service provider of the recipient taking part in the payment operation perform actions required for the implementation of the payment operation.

38. "Off-line mode of implementing a payment operation with a bank card" – A mode of implementing a bank card payment operation where the payment operation is implemented without requesting approval in real time from the authorisation system of the insurer of the card or from the respective card operator. The approval or rejection of the payment operation is performed based on the parameters of the payment instrument installed on the software information medium (a CHIP or magnetic stripe), which are read/processed by the terminal device during the implementation of the payment operation, as well as based on the parameters of the terminal device itself.

39. "On-line mode of implementing a payment operation with a bank card" – a mode of implementing a payment operation using a bank card where the payment operation is performed by a message sent by the terminal device in real time to the authorisation system of the card issuer. The information about the approval or rejection of the payment operation performed in this mode is received by the issuer of the payment instrument or by the respective card operation, depending on the parameters of the payment instrument.

40. "Reference interest rate" is the interest rate used as grounds for calculation of the applicable interest rate and which comes out of a publicly available source which can be checked by both parties under an agreement for providing of payment services.

41. "Reference exchange rate" is the exchange rate used as grounds for calculating a currency exchange provided by a payment service provider or a publicly available source.

42. "Secret confirmation code" (or "Dynamic password") is a one-time unique 6-digit code generated by BORICA JSC, a type of personalised security device, which BORICA JSC sends on behalf of the Bank by SMS to a cardholder, and which serves to perform/confirm a specific card payment transaction at Internet merchants participating in the Visa Secure (formerly Verified by Visa) and Mastercard Identity (ID) Check programs (formerly Mastercard SecureCode).

43. "Secure payments on the Internet (E-Secure) Service of the Bank for including of an authorised holder of a main or additional card in a program for identification of an Authorised cardholder of a payment card at the time of transactions with Internet merchants, participating in Visa Secure (formerly Verified by Visa) and Mastercard ID Check (formerly Mastercard SecureCode)."

44. "Static password" is a permanent combination of letters and numbers, created personally by the cardholder on the official website of BORICA JSC, with the logo of CCB JSC marked – <u>https://3ds.borica.bg/CCB</u>, a type of personalised security tool that, together with a dynamic password, serves to confirm card payment transactions with Internet merchants participating in the Visa Secure (formerly Verified by Visa) and Mastercard Identity (ID) Check (formerly Mastercard SecureCode).

45. "Tariff"/"Tariff of the Bank" means respectively the Tariff on the Interest Rates, Fees and Commissions of CCB AD for individuals or the Tariff on the Interest Rates, Fees and Commissions of CCB AD for Business Clients.>46. "An ATM terminal device (Automated Teller Machine)" is a device for withdrawing and/or depositing cash, paying for services, making transfers between payment accounts and for reference and other payment and non-payment operations.

47. "A POS terminal device (Point of Sale, Point of Service)" is a device used for payment of goods or services, reference and other payment and non-payment operations using a payment or pre-paid card.

48. "A third party", within the meaning of Article 94 of these General Terms and Conditions, is a country which is not a member of the European Union and does not belong to the European Economic Area and in which the payment service provider of the recipient of the transfer or payment operates.

49. "Merchants participating in the Visa Secure and Mastercard ID Check programs" are online merchants who offer goods and services on the Internet, and when paying with bank payment cards the cardholder is required to use the two-factor authentication model.

50. "A unique identifier" is a combination of letters, numbers or symbols communicated by the payment service provider to the payment service user, which shall be provided by the payment service user when performing a payment transaction in order to uniquely identify the other user of payment services and/or their payment account.

51. "Authentication" is a procedure that allows the Bank to verify the lawful use of a specific payment instrument, including its personalised means of security. The use of a specific payment instrument is determined by the rules and procedures of the Bank for execution of the respective payment operation.

52. "Identity identification" is a procedure which allows the Bank to verify the identity of the payment service user, including the use of the user's personalised security features.

53. "A foreign natural person" is any person who does not have a permanent address in the Republic of Bulgaria; resides on the territory of the country for less than 183 days for each 12-month period; the centre of their vital interests is not located on the territory of the Republic of Bulgaria.

54. "A foreign legal entity" is a legal entity which is not established under the Bulgarian law, and which is not a European Economic Interest Grouping, a European company or a European cooperative society, established in the country and registered in a Bulgarian register.

55. "PSPSA" is the Payment Services and Payment Systems Act" of the Republic of Bulgaria.

56. "MAMLA" is the Measures Against Money Laundering Act of the Republic of Bulgaria.

57. "CVC2 (Card Verification Code)/CVV2 (Card Verification Value)" is a three-digit code (the last three digits of the number) written on the paper strip on the back of each payment card, a type of personalised security device used to make payments and other payment card transactions via the Internet.

58."An ID Code word" is a combination of letters or numbers, a type of personalised security device, which is indicated by the cardholder in his request to the Bank for issuance of a card and can be used for his identification before the Bank, when providing a limited set of services by phone.

59. "A One-Time Password (OTP)" or a one-time dynamic password is a combination of numbers, a type of a personalised security tool which the Bank sends to the user and which serves to confirm payment transactions or other actions of the user for which the Bank requires confirmation when using the remote Internet banking channels.

60. "A PUSH notification" is a message sent by the Bank to the mobile device on which the CCBank Mobile App is installed.

61. "SMS" is a text message sent by the Bank to the mobile phone number indicated by the Internet banking user, operated by a licensed mobile operator for the territory of the Republic of Bulgaria.

62. "A Personal message" – is selected by the cardholder when registering/changing a static password and appears whenever shopping from Internet merchants participating in the Visa Secure and Mastercard Identity Check programs.

63. "Immediate Blink payment" (immediate Blink transfer or Blink) — a credit transfer in BGN that is executed 24 hours a day, 365 days a year, with immediate or close to immediate processing and crediting of the payee's account within seconds after initiation of the payment, carried out with the participation of payment service providers, certified and participating in the Blink program of the National Card and Payment Scheme, as a special structure by BORICA AD.

These General Terms and Conditions were adopted by virtue of Resolution of the Management Board of CCB JSC, Protocol No. 24 dated 27 June 2018 and amended by Resolution of the Management Board of CCB JSC, Protocol No. 2 dated 17 January 2019; Protocol No. 39 dated 12 September 2019, the changes come into force on 14 September 2019; Protocol No. 49 dated 3 December 2020, in force from 1 January 2021, the changes come into force in terms of existing legal relations with clients from 1 March 2021; Protocol No. 10 dated 11 March 2021; Protocol No. 12 dated 25 March 2021, in force from 01 April 2021; Protocol No. 2 dated 13 January 2022, in force from 13 January 2022; Protocol No. 35 dated 25 August 2022, in force from 30 August 2022;Protocol No. 53 dated 30 December 2022, in force from 09 January 2023;Protocol No. 10 dated 09 March 2023, in force from 13 March 2023.

Printed by: 0129006426, 09.10.2023, 12:38:13

I received and read in due time the General Terms and Conditions of Central Cooperative Bank JSC to a Framework Agreement for opening and servicing bank payment accounts and performing payment transactions containing preliminary information, according to Article 60 of the Payment Services and Payment Systems Act. Protocol No. 12 dated 23 March 2023, in force from 31 March 2023.

signature

full name

date: