

## Framework Agreement for Payment Services

This ... day of..... in the year ..... (.....) between:

1. UniCredit Bulbank AD, with registered seat and address of management: city of Sofia, 7a Nedelya Sq, EIC 831919536, web page: www.unicreditbulbank.bg, performing banking activity under the supervision of the Bulgaria National Bank, represented by the executive directors Levon Hampartsoumian and Andrea Casini, acting through their proxy .....(name and position) with UniCredit Bulbank AD, as per power-of-attorney reg. № ....., certified by Notary Public .....reg. №..... in the Notary Chamber, hereinafter referred to as PROVIDER of payment services (PROVIDER) or BANK, on the one hand and

2.....(names as per I.D. documents), address/registered seat and address of management ..... PRN/EIC/BULSTAT.....,(first name, second name, family name), personally or represented by ..... , I.D. card №....., issued by ..... on .....year ....., in the capacity of a statutory representative or proxy (cross out redundancy), as per power of attorney reg. № ...../ year....., certified by a notary public ..... , reg. № .....Notary Chamber, hereinafter referred to as USER of payment services (USER), based on Art. 40 and seq. from the Law on Payment Services and the Payment Systems (LPSPS), on the other hand

This Framework Agreement was concluded to the following effect:

### I. SUBJECT AND TERM

- 1.1. THE USER assigns and the PROVIDER accepts against a certain fee to execute payment services which are admissible by the applicable law and are included in the scope of the subject of activity of the PROVIDER including those envisaged in Item 2.1 below.
- 1.2. The payment services as per this framework agreement are performed by means of payment accounts and all other bank accounts opened with the PROVIDER the characteristics of which allows and for which there is a possibility to execute payment operations under the provisions of this Framework Agreement.
- 1.3. This framework agreement is concluded for an indefinite period of time and is applied with regard to all accounts of the USER, under which payment services will be carried out, opened and maintained with the PROVIDER.

### II. PAYMENT SERVICES PROVIDED BY THE PROVIDER

- 4.1. THE PROVIDER provides the following payment services:
  - 2.1.1. services related to depositing of cash on payment account, as well as the related payment operations for servicing of the payment account;
  - 2.1.2. services related to cash withdrawal from payment account, as well as the related operations for servicing of the cash account;
  - 2.1.3. execution of payment operations, including transfer of funds on payment account in favour of the USER with the PROVIDER of payment services or with another PROVIDER of payment services:
    - a) execution of direct debits, including one-off direct debits;
    - b) execution of credit transfers, including orders for periodic transfers;
  - 2.1.4. execution of payment operations when the funds are a portion of a loan disbursed to the USER of payment services:
    - a) execution of direct debits, including one-off direct debits;
    - b) execution of credit transfers, including orders for periodic transfers;
  - 2.1.5. execution of cash transfers ordered by natural persons.

### III. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES IN RELATION TO THE PAYMENT SERVICES PROVIDED

- 3.1. For the payment services provided by the PROVIDER, the USER shall pay fees and commissions determined by type of service, amount and currency as per the Tariffs of UniCredit Bulbank AD, effective at the time of performance of the payment service.
- 3.2. The exchange rates which the PROVIDER applies when effecting the payment operations are exchange rate "buy"/"sell", respectively "in cash"/"on account" on the day of fulfillment of the payment operation, declared at the teller's desks of the PROVIDER, on its web-page or the electronic banking channels.
- 3.3. The PROVIDER applies the interest rates on the accounts on which payment operations are executed which are effective as of the date of interest accrual and are specified by type, amount and currency in the Interest Rate Bulletins of the BANK respectively for natural and legal persons and/or are established in the contracts, in the cases where the respective tariff refers to the contract for bank account, on which a payment operation can be executed. Interests may be flat, the amount of which and the method of formation is determined in or are agreed on the basis of the respective market indexes SOFIBOR, EURIBOR and LIBOR, plus a margin. The values of the interest rates on payment accounts applied by the PROVIDER are announced at the tellers' desks of the PROVIDER, on its web-page or in the electronic banking channels.
- 3.4. The PROVIDER may unilaterally change the effective exchange rates and interest rates according to the market levels and trends, whereby the rates applicable at any one time are declared at the teller's desks of the PROVIDER, on its web-page or in the electronic banking channels and are applied as of the date of the announcement.

### IV. INFORMATION PROVIDED BY THE USER

- 4.1. In order to ensure the accurate fulfillment of a payment order for payment services subject to this agreement, the USER is obliged to fill in accurately, fully and truthfully in the payment documents all requisites required for the correct performance of the ordered operation including international bank identification code of the

Bank (BIC) and the international number of the Bank account (IBAN) or another unique identifier of the beneficiary account.

#### **V. INFORMATION, PROVIDED BY THE PROVIDER**

- 5.1. THE PROVIDER provides to the USER in the form of a statement from its accounts information about all executed payment operations and available balance within the deadlines, amounts and with all requisites required by LPSPS and BNB Regulation 3. The statements and/or full information about received transfers in FX or BGN are delivered to the payer on the account, its proxy respectively in a manner and for a period as declared in written by the customer upon filling in of the documents for opening of a payment account, as well as upon request at a teller's desk of the BANK.
- 5.2. Information about ordered available cash transfer is provided at the teller's desks of the PROVIDER, where the transfer has been executed upon request by the USER of the payment service only.
- 5.3. Information about received available cash transfers is provided at the teller's desks of the PROVIDER upon request by the beneficiary of the payment service.
- 5.4. The fact that the USER has not asked in the above manner for the information under Items 5.1, 5.2. and 5.3. within 1 month confirms that it has become aware of it, has been informed about it, accepts and is bound by the results from the data contained in that information, which releases the Bank from obligations and responsibilities in relation to the delivery of the information and performance of the operation which it concerns.
- 5.5. The USER is obliged to monitor and obtain information from the teller's desks of the Bank and via the electronic banking channels ( the web page), where the Bank fulfills its obligation for provision of the information required by the law and maintains up-to-date for the respective moment and detailed data about the contents of the effective and applicable: Interest Rate Bulletins, Tariffs for Fees and Commissions, FX rates, the contents of this framework agreement and of the products offered by the Bank for the respective bank accounts on which payment services may be effected.
- 5.6. The user is obliged permanently to inform and keep informed about all changes in the terms and conditions of this framework agreement, the Tariffs of UniCredit Bulbank AD, the Interest rates, the fees and commissions distributed on the tellers' desks, the web page and the electronic channels of the PROVIDER and may not refer to being unaware of the terms and conditions in effect at any one time as described in detail above, to which the user is bound and which engage it from the date of their announcement at the teller's desks of the bank and via its electronic channels, except for the changes in this framework agreement that are applied with regard to the user with the elapsing of two months from the day of the announcement thereof.

#### **VI. FORM AND PROCEDURE FOR GIVING CONSENT FOR PERFORMANCE OF PAYMENT OPERATIONS, FULFILLMENT OF PAYMENT OPERATIONS**

- 6.1. The PROVIDER accepts, processes and executes payment orders and effects payment services in local and foreign currency on the territory of the country and abroad upon submitting duly prepared payment documents containing all requisites as per standard form of the PROVIDER on paper carrier or obtained through its electronic channels that comply with the requirements of the effective legislation.
- 6.2. Payment order, when submitted on paper carrier, is considered received upon its submission to the PROVIDER, directly by the payer or through the beneficiary, and when delivered through electronic channels, following the due procedure, in conformation of which it is registered with specific date, time, and minute in the chronological order of receiving. When the payment order is received on a non-business day of the PROVIDER, it is considered received on the following business day. The PROVIDER regulates the deadlines for fulfillment of the payment orders in Appendix 1, which are an inseparable part of this agreement.
- 6.3. The USER informs in writing the PROVIDER about the persons entitled on his behalf to deposit and receive payment documents for performance of payment services from its payment accounts.
- 6.4. The USER undertakes to keep secret the names and data about the persons with disposal rights under its payment accounts and the secrecy of the data for access to the payment electronic channels, as well as not to allow the possibility for persons that are not authorized in compliance with this Agreement and the law to initiate payment operations under those accounts. Upon breach of the above obligation the risk and the responsibility for the consequences from the executed operations are assumed by the User.
- 6.5. The PROVIDER does not perform payment orders received by mail.
- 6.6. The PROVIDER executes transfers when all of the below conditions are fulfilled:
  - 6.6.1. order or preliminary consent of the USER, signed by persons with disposal rights under the payment account of the ordering party or through payment order prepared in electronic format as per the requirements of the effective legislation and the bank;
  - 6.6.2. when there are sufficient funds on the account of the payer, including the amount of the transfer and all fees and commissions payable to the PROVIDER for the transfer, as per the effective Tariff for Fees and Commissions of UniCredit Bulbank AD for Individuals, Tariff for the Fees and Commissions of UniCredit Bulbank AD for legal persons and sole proprietors;
  - 6.6.3. documents required in compliance with a regulation, agreement, to which the USER is a party or other documents required by the PROVIDER for performance of the respective transfer.
- 6.7. The PROVIDER performs the payment order only if the ordered amount and the fees of the Bank in total do not exceed the available funds on the payer's account or the amount of the agreed loan, if any. Otherwise the PROVIDER does not perform the payment order.
- 6.8. The PROVIDER does not perform partial transfers under separate payment operations. Partial payments may be effected only in the cases of enforcement under the procedure established by the law, in case of automatic adjustment transfer and/or when exercising the right to direct debit by the PROVIDER.
- 6.9. The PROVIDER ensures the exact performance of a received therewith payment order, observing the following conditions: the payment order does not contradict the effective legislation, the applicable rules for payment and the terms and conditions under which the account is kept; attached to it are the documents

required for its performance, in the cases where such are requested; it has all standard requisites; it contains the signature of a person/s with disposal rights under the account, and the signature from the outside corresponds to the specimen laid before an employee of the PROVIDER or deposited in a notary certified form and has been attached to the payer's customer file; upon provided financial cover from the payer-customer, for the amount of the transfer and the fees and commissions due to the PROVIDER.

- 6.10. The PROVIDER is not responsible, if in good will, in compliance with this framework agreement it has fulfilled the payment operation ordered to it in writing by a person/s whose specimen/s on the payment order correspond to the specimens of the persons with disposal rights on the account and which persons based on undisputable circumstances appear empowered to dispose with the funds on it. The risk and the consequences from the performance of seemingly compliant payment orders, which are untruthful (not authentic, with false contents) or accompanied by non-truthful documents and declarations, is a result of non-fulfillment of the obligations of the USER under Item 6.4 above and remain for the account of the USER.
- 6.11. THE PROVIDER is not responsible for the consequences and damages caused from payment orders effected by it, drawn up incompletely, untruthfully, incorrectly by the payer under the payment operation and/or for the performance/ non-performance of which there are not sufficient funds. The risk from these operations remains for the account of the payer.
- 6.12. THE PROVIDER does not control the subject and/or lawfulness of the transaction, which is grounds for performance of the transfer, unless the obligation for such control stems from a contract based on which the PROVIDER has provided the amount of the transfer to the USER or from regulatory deed. The PROVIDER is not responsible for the ordinary bank intermediation under account of his customers, concluded in breach of regulations.
- 6.13. THE PROVIDER may not fulfill, delay or stop respectively the fulfillment of payment orders if suspecting that they do not comply with the requirements of the Law on the measures against money laundering, the Regulation on its implementation and Law on the measures against financing of terrorism and, as well as in the cases where additional checks are needed in order to establish facts and circumstances related to the implementation of these regulations.
- 6.14. For performance of payment services in FX, the USER provides to the PROVIDER all the necessary documents required under the Foreign Exchange Act, BNB Regulation 27 for the statistics of the balance of payment, BNB Regulation 28 on the information collected from banks about cross border transfers and payments and other applicable legal provisions.

#### **PERFORMANCE OF CREDIT TRANSFER**

- 6.15. THE PROVIDER performs credit transfers under the conditions of this framework agreement debiting the account of the USER in accordance with the terms for performance of received payment orders as per Appendix 1, which is an inseparable part of this Agreement.
- 6.16. THE PROVIDER credits the account of an intermediary or PROVIDER of payment services to the beneficiary upon ordered credit transfers or the account of the customer upon received credit transfers in compliance with the value dates under Appendix 1 which is an inseparable part of this Agreement.
- 6.17. The payer may also agree with the PROVIDER preferential credit value dates (same value date), for which it pays the respective commissions as per the Tariff for Fees and Commissions of UniCredit Bulbank AD for natural persons, the Tariff for the fees and commissions for legal persons and sole proprietors respectively.
- 6.18. The conditions under which the PROVIDER accepts for execution credit transfers (ordered or received) with instructions in terms of charges are as follows:
  - 6.18.1. "Shared charges" – the payer and the beneficiary pay the fees and commissions to the payer's PROVIDER and the beneficiary's PROVIDER.
  - 6.18.2. "All charges are payable by the payer" – in case of preliminary agreement between the parties to the transfer and observing the following conditions: the payer has specified the exact amount which is to be received on the beneficiary's payment account and has accepted to pay fully, separately from that amount the PROVIDER'S charges and at the same time to pay on the beneficiary's behalf for the charges of the other payment services PROVIDERs participating in the payment chain. At the same time the payer agrees for the payment to be processed under the procedure and conditions set forth by the PROVIDER and other payment services PROVIDERs selected by it.
  - 6.18.3. "All charges, including those of UniCredit Bulbank AD are for the beneficiary's account" – in the cases where the beneficiary's account is maintained with a PROVIDER outside a country from the European Economic Area, regardless of the currency of the payment. The PROVIDER does not accept for performance payment orders with instruction "All charges, including those of UniCredit Bulbank AD are payable by the beneficiary", when the transfer is in favour of a beneficiary whose account is maintained with a PROVIDER from a country in the European Economic Area exclusive of the Swiss Confederation and is in a currency of a member state.
  - 6.18.4. The PROVIDER accepts for execution payment orders in a national currency only with instruction "Shared charges".
  - 6.18.5. The PROVIDER accepts for execution with itself credit transfers received in favour of its customers and such with instructions "All charges, including those of UniCredit Bulbank AD are payable by the beneficiary" without bearing responsibility if other PROVIDERs along the payment chain have withdrawn their fees and commissions from the transfer amount.
- 6.19. Payment orders in foreign currencies other than the payment account, are processed at the declared exchange rates of the PROVIDER "buy"/"sell" in cash/on-account respectively, valid for the day of the operation, whereby for amounts above EUR 10,000 or their equivalent in BGN or other FX the USER may agree a preferential exchange rate. Information about the exchange rates of the PROVIDER may be received from the USER at the teller's desks of the PROVIDER, on its web page or through the electronic banking channels.
- 6.20. THE PROVIDER is not obliged to credit the beneficiary's payment account before the cash, subject to the credit transfer have been received on its account.

- 6.21. THE PROVIDER does not control and is not responsible for the time of performance and the value dates which other payment services PROVIDERS apply for processing of ordered or received credit transfers.
- 6.22. When payment orders are processed abroad, the PROVIDER is entitled:
- 6.22.1. to carry out on behalf of the ordering party a translation of the order requisites in case the customer has failed to draw them up in English language.
  - 6.22.2. to structure the electronic order to the beneficiary's PROVIDER in accordance with the requirements of the beneficiary's PROVIDER and/or the legislation of the respective country (as far as the PROVIDER is aware of them) and within the instructions of the USER.
- 6.23. THE PROVIDER performs all cash transfers (without account) by order of natural persons in compliance with the deadlines for performance of payment orders on paper as stipulated in Appendix 1 hereto. In these cases the debit value date is the time of acceptance of the available amount of the transfer at the teller's desk after payment of the respective PROVIDER'S costs as per the Tariff of the Fees and Commissions of UniCredit Bulbank AD for Individuals.
- 6.24. The Payer under cash transfer bears the full responsibility for the truthful, correct and exact drawing up of the payment order with all required standard requisites containing the required and due true, accurate and full information about the performance of the cash transfer.
- 6.25. The Payer under cash transfer is obliged within up to one month to request information about the performance of the ordered payment operation at the PROVIDER's teller's desks, in the office of which it has ordered its performance, as well as to immediately inform it in writing if the operation has not been performed accurately.
- 6.26. In case a performed cash transfer has been returned from the Beneficiary's Bank for one reason or another, the PROVIDER informs the payer on the address provided thereby. The returned cash transfer is kept with the PROVIDER for a period of up to 5 years.
- 6.27. THE PROVIDER pays out received cash transfers upon request by the beneficiary, but not later than 7 days from the day on which the funds were received on account of the BANK. Cash transfers which have not been asked for after that period are returned to the payer.

#### **PERFORMANCE OF DIRECT DEBIT IN NATIONAL CURRENCY**

- 6.28. THE PROVIDER performs payment operations using direct debit while observing the requirements of the effective legislation and under the following terms and conditions:
- 6.28.1. The Payer has given his preliminary consent for direct debit as per standard form in the branch where his account is maintained having by all means specified the amount up to which the payment request may be performed. The Payer must send to the beneficiary of the transfer a copy of the consent;
  - 6.28.2. Existing financial cover on the Payer's account with the PROVIDER for the amount of payment and the costs as per the effective Tariff for Fees and Commissions of UniCredit Bulbank for Individuals, the Tariff for the Fees and Commissions of UniCredit Bulbank AD for Legal Persons and Sole Proprietors respectively;
  - 6.28.3. The terms and conditions for performance of the payment have been fulfilled if such have been stated in the consent for direct debit.
- 6.29. In case the Payer has stated conditions for performance of the direct debit, the PROVIDER performs a payment by order for direct debit after making a formal check on the external side for compliance of the presented documents and the required such as per the terms and conditions for transfer and the fulfillment of the conditions raised.
- 6.30. In case the order for direct debit is not performed on the specified date due to breach of the terms and conditions under Item 6.28., the PROVIDER retains the order for direct debit for up to 5 (five) business days as of the date of receipt of the order for direct debit or from the date of performance, if it is different from the former. If during that period the requirements of Item 6.28 are not fulfilled cumulatively the PROVIDER refuses performance of the order for direct debit and informs about that the beneficiary's PROVIDER of payment services.
- 6.31. The PROVIDER does not satisfy requirements for refunding of an amount under already performed and approved direct debit payment operation, if in the consent for direct debit no exact amount has been specified.

#### **VII. REFUSAL FOR PERFORMANCE OF PAYMENT OPERATIONS**

- 7.1. The PROVIDER may refuse the performance of a payment order in the following cases:
- 7.1.1. The USER of the payment service has provided the payment documents, which are not executed and/or do not contain all required standard requisites necessary for the performance i.e. there are missing, incomplete or inaccurate data;
  - 7.1.2. On the day of performance of the payment operation the Payer has not provided a financial cover for the amount of the transfer and for the fees and commissions due to the PROVIDER;
  - 7.1.3. Execution of the payment order from the PROVIDER would bring about breach of the acts of the Bank, any regulations of the Bulgarian legislation, a court ruling or other obligatory acts stipulated by law.
- 7.2. By signing this Agreement the USER is informed about the cases in which the PROVIDER refuses to perform the payment order as settled in the contract, in which cases the user must pay to the PROVIDER a payment documents processing fee as per the Tariff of UniCredit Bulbank AD. The USER of the payment service shall pay a fee for correction/change as per the Tariffs for every effected change in the payment orders and documents submitted thereby until the day of their entry for performance.
- 7.3. The USER of the payment service may re-order the same payment operation following the procedure established herein and in the effective legislation by submitting new payment documents, executed with all standard requisites and at a time when it may provide sufficient cover for the transfer amount together with the fees and commissions payable to the PROVIDER.

#### **VIII. IRREVOCABILITY OF THE PAYMENT ORDER**

- 8.1. THE USER of payment services may not revoke the payment order once it has been received from the payer's payment service PROVIDER.
- 8.2. A payment order accepted by the PROVIDER may be revoked by the USER of the payment service in the following cases:
  - 8.2.1. In case of credit transfer for a specific day – by the payer - at latest until the end of the business day preceding the agreed performance day.
  - 8.2.2. In case of direct debit – by the Payer – at latest until the end of the business day preceding the agreed day for debiting of its account.
- 8.3. Once the deadlines under Items 8.1 and 8.2 have elapsed but not later than the crediting of the beneficiary's account, the payment order may be revoked only if the payment service USER and its PROVIDER have agreed to that, whereby in case of direct debit the consent of the beneficiary is also required.
- 8.4. The USER of the payment service may revoke its performance by submitting a written notification to the PROVIDER.
- 8.5. Upon cancellation of the payment order the payment services USER shall pay a fee for cancellation of transfer order as per the Tariff of UniCredit Bulbank AD.

#### **IX. AUTOMATIC ADJUSTING TRANSFER AND DIRECT DEBIT**

- 9.1. THE PROVIDER performs AUTOMATIC ADJUSTING TRANSFER by debiting/crediting the payment accounts of the USER without preliminary consent or order of the USER in case of: adjustment of inaccurate, incorrect orders and operations made by PROVIDERs of payment services as a result of mistake with debited/credited account of a person other than the ordering party /the beneficiary specified by the Payer in the payment order, credited account of the beneficiary, but with amount other than the one written in the payment order by the Payer; wrongly collected fees and commissions for serviced provided by the PROVIDER; funds received without being due; no credit of PROVIDER's account; every other case in which there is a wrong operation for the purpose of restoring the actual relations and the conditions of the accounts prior to the error.
- 9.2. The amount of the automatic adjusting transfer is such that the payment account is restored to the condition in which it was prior to the inaccurately performed operation.
- 9.3. By signing this Agreement the User empowers the PROVIDER to exercise its right to direct debit for collection of its receivables established by right and amount against the accounts of the users of payment services in the cases stipulated herein, the other types of contracts for opening and maintaining of accounts, other types of contracts between the PROVIDER and the user for the purpose of correcting and restoring the consequences, a result from performed unlawful transfers, receipt of cash on account as a result of fraud and without grounds based on untruthful documents, due to an error of the ordering party, collection of the receivables of the PROVIDERs from the payer for amounts, interests, commissions, costs, for which the PROVIDER is empowered by the Payer herein or by virtue of other contracts concluded with the Bank, in case of enforcement under the statutory procedure as well as in other cases agreed in writing between the PROVIDER and the USER.

#### **X. PROCEDURE FOR COMMUNICATING BETWEEN THE PARTIES**

- 10.1. THE PROVIDER provides information about performed payment services as per the procedure and in the manner agreed with the USER in the payment account contract.
- 10.2. This framework agreement is provided to the USER on paper carrier in the Bulgarian or English language.
- 10.3. The USER is obliged to inform the PROVIDER about the changes in the data and circumstances declared upon conclusion of the framework agreement. The PROVIDER is not responsible upon default of this obligation by the USER.

#### **XI. SAFEGUARD MEASURES**

- 11.1. For every executed payment operation that was not previously approved or is inaccurately performed, the USER is obliged without undue delay to inform the PROVIDER about the respective fact within 1-month from the date of receipt of the information under section 5 herein, but not later than 13 months from the date of debiting of the USER's account.
- 11.2. In case of non-permitted or inaccurately performed operation, the PROVIDER undertakes to establish the authenticity of the payment operation, its exact registration and booking as well as the fact that the operation is not affected by technical damage or another shortage.
- 11.3. In case the PROVIDER's fault is established it is obliged to immediately refund the value of the payment operation after finishing the procedure of verifying the validity of the payment operation.
- 11.4. The USER bears all losses, regardless of their amount, if they are a result of unpermitted or inaccurately performed payment operation due to theft or breach of the USER's liabilities when using the respective payment service or due to gross negligence.

#### **XII. DISPUTE SETTLEMENT**

- 12.1. In case the USER has objections regarding the fulfillment of a specific payment service hereunder, it may file a written objection to the PROVIDER, which considers the objection and informs the USER within seven days of its depositing.
- 12.2. Where the PROVIDER fails to announce its opinion on the above item or its decision does not satisfy the USER, the dispute may be referred to the Litigation Committee for payment disputes settlement with the Commission on Consumer Protection.
- 12.3. For any issues that are not settled herein between the parties, the provisions of the Bulgarian legislation shall apply. The Bulgarian court is competent to resolve all disputes between the parties.

#### **XIII. AMENDMENT AND TERMINATION OF THE AGREEMENT**

- 13.1. THE PROVIDER may change the terms and conditions of this Agreement, for which it must inform the USER within not less than two months before the date on which the changes become effective through notifications in the branches of UniCredit Bulbank AD, as well as through their publication on the web page of the BANK.

The envisaged changes may be delivered on paper carrier to the USER upon request at the teller's desks of the BANK.

- 13.2. The USER is bound with the changes to this framework agreement, if in writing it fails to notify the PROVIDER that it does not accept the offered conditions prior to the date of their entry into force. In case the USER does not agree with the proposed changes it may terminate the framework agreement before the changes enter into force.
- 13.3. The PROVIDER may change unilaterally the tariffs and the interest rate bulletin of the Bank, for which it informs the USER through notices in the branches of UniCredit Bulbank AD, as well as by publishing the changes on the web page of the BANK.
- 13.4. Upon termination of the framework agreement the USER shall pay the fees and commissions as per the contract for the payment services performed prior to the termination, whereby the paid fees and commissions are not subject to refunding.
- 13.5. The USER may at any time terminate the framework agreement by sending a one-month written notification to the PROVIDER.
- 13.6. Upon termination of the framework agreement the USER must close its payment accounts used for performance of payment operations. Upon closing of a payment account the provisions of the respective account shall be applied as regulated in the Agreement for Account and in the Application for Opening.
- 13.7. The PROVIDER allows keeping of payment accounts (time deposits and savings deposits) after termination of the framework agreement, but only for the purpose of keeping cash. From those accounts the USER is not entitled to perform the services specified in Item 2.1.
- 13.8. The PROVIDER may terminate this framework agreement with a two-month written notice on paper carrier, by e-mail or by electronic banking channel used by the USER.

#### **XIV. SUPPLEMENTARY PROVISIONS**

Within the meaning of this framework agreement the definitions used have the following meaning:

**Value date** – reference date used by the PROVIDER for calculating the interests on the funds with which the payment account has been debited or credited or the date on which the Bank is obliged to credit or debit the payment account when interest accrual on the account has not been agreed.

**Direct debit** – a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payee, to the payee's payment service provider or to the payer's own payment service provider.

**Credit transfer** – payment operation ordered by the Payer through its PROVIDER of payment services so that the funds are provided at the disposal of the beneficiary through its PROVIDER of payment services. The payer and the beneficiary may be the same person.

**Cash transfer** – payment service in which the funds are provided by the Payer without opening payment accounts in the name of the Payer or the Beneficiary with the only purpose of transferring the respective amount of the beneficiary or another PROVIDER of payment services acting on behalf of the beneficiary and/or when these amounts are received on behalf of the beneficiary and are at its disposal.

**Transfer order** – every order of a participant in the payment system to provide at the disposal of the beneficiary cash by recording on the accounts with a bank, central bank or settlement agent or any other order leading to assuming or performance of obligation for payment according to the rules of the system.

**Payment operation** – action undertaken by the payer or the beneficiary for depositing, transfer or withdrawal of available cash regardless of the main legal relation between the Payer and the beneficiary.

**Payment account** – account kept in the name of one or more account holders used for performance of the payment operations. Payment accounts such as time deposits and savings deposits are used not only for payment services and for keeping of cash as a result of which on them minimum available cash may be requested.

**Payment order** – any order from the Payer or beneficiary to a Bank with which the performance of a payment operation is ordered.

**Payer** – natural or legal person who/which is a holder of payment account and orders the fulfillment of a payment order under that account and when there is no payment account – natural or legal person who/which gives a payment order.

**User of payment services** – natural or legal person who/which uses a payment service in its capacity of payer or beneficiary or in the capacity of both.

**Beneficiary** – natural or legal person who/which determined for an end user of the funds subject to a payment operation.

**Consumer** – natural person, user of payment service which in the case of contracts for delivery of payment services performs an activity other than its commercial or professional activity.

**Business day** – the day on which the respective Bank of the Payer or of the Beneficiary which participate in the performance of the payment operation perform an activity necessary for fulfillment of the payment operation.

All relations between the USER and the PROVIDER related to the performance of payment operations which have not been settled in this framework agreement for provision of payment services shall be settled by the Law on Payment Services and the payment Systems, BNB Regulation № 3 on the Terms and Conditions for Performance of Payment Operations and Use of Payment Instruments, the FX Act, the Law on the Measures against Money Laundering and the Regulation on its application as well as other related regulation from the Bulgarian law.

This framework agreement is approved by the Management Board of UniCredit Bulbank AD as per Minutes No 50/10.12.2009 and it is in force as of 01.02.2010.

This framework agreement was concluded in Bulgarian and signed in two identical copies – one for either party. An inseparable part of the agreement is Appendix 1.

FOR PROVIDER:.....

FOR USER:.....