

FRAMEWORK AGREEMENT FOR PROVIDING PAYMENT SERVICES THROUGH THE USE OF BANK CARDS AS ELECTRONIC PAYMENT INSTRUMENTS.

Thisday of..... in the year in..... 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 Publicreg. №..... 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 managementPRN/EIC/BULSTAT, (first name, second name, family name), personally or represented by, I.D. card №....., issued by onyear, 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 OF THE AGREEMENT

1.1. The USER shall assign and the SUPPLIER shall accept in exchange for the fees and commissions, defined under the Tariff of the SUPPLIER, to perform all payment services, envisaged under item 2.1. of this framework agreement through the use of a bank card as an electronic payment instrument.

1.2. The payment services under the present framework agreement shall be performed by the SUPPLIER as per the procedure and within the terms, established thereof for providing payment services through bank cards.

1.3. The present framework agreement is termless and shall be applied to all of the Bank Card Agreements, by virtue of which payment services are provided through the use of electronic payment instruments, concluded between the SUPPLIER and the USER.

II. PAYMENT SERVICES, OFFERED BY THE SUPPLIER. Procedure for acceptance of payment orders and terms for execution

2.1. The Supplier shall execute the following payment services:

2.1.1 execution of payment operations through bank cards, related to

- a) paying of goods/services on POS terminal device, via Internet or through providing the card data via fax, phone or through another telecommunication channel.
- b) withdrawing cash on hand from an ATM or POS terminal device.

2.1.2 Issuance of payment instruments

2.1.3 Execution of payment operations, for which the consent of the payer shall be provided through a telecommunication, digital or communication device and the payment shall be performed to the operator of the telecommunication or communication system or network, as the operator shall act only as an intermediary between the Payment Service USER and the SUPPLIER of the goods and services.

2.2. The order of the USER for execution of payment operations through bank cards shall be received indirectly by the SUPPLIER - in electronic form, via a telecommunication channel from the Payment Services Supplier to the Supplier of goods, services or cash on hand. The Supplier shall execute the order of the USER immediately after its receiving, unless the USER has still not fulfilled his/her obligations thereof; on the specific agreement for the specific product, concluded with the Supplier and the related General Terms and Conditions. The payment orders shall be executed in the chronological order of their receipt with the SUPPLIER, upon observance of the requirements of Section 4 under the Law on Payment Services and Payment Systems. The payment order may be executed only up to the amount of the cash available on the payment account, up to the amount of the provided funds by the USER for the execution of the payment order, up to the amount of the credit limit, if there is such and within the limits defined by the SUPPLIER for execution of payment operations through a bank card, which shall serve as the payment instrument, specified under the Tariff of the Bank. The Supplier shall not be obliged to execute partial transfers on single payment orders.

2.3. The consent of the USER for execution of a payment operation (payment order) or a sequence of payment operations through a bank card as a payment instrument may be provided in writing, via an electronic or a telecommunication channel. The consent of the payer for the execution of a payment operation through a bank card shall be provided prior to the execution of the payment operation and could not be withdrawn.

2.4. Ways and a procedure for providing consent by the USER for execution of payment operations through bank cards.

2.4 1 Through providing the plastic body of the bank card by the USER of payment services for the purposes of the execution of the specific payment service and through:

- a) recognizing the bank card chip by an ATM device or the POS terminal and entering a valid PIN code by the USER of payment services;
- b) recognizing the bank card chip by a POS terminal and laying the USER signature on the receipt, issued by the device, personally by the USER.
- c) recognizing the bank card magnetic stripe by an ATM device or POS terminal and entering a valid PIN code by the USER of payment services;
- d) recognizing the bank card magnetic stripe by a POS terminal and laying the USER signature on the receipt, issued by the device, personally by the USER;
- e) recognizing the chip/ bank card magnetic stripe by a POS terminal, entering a valid PIN code and/or laying a signature of the USER on the receipt, issued by the device and presenting a valid ID card by the USER upon cash withdrawal cash on hand in a bank, in an exchange bureau or upon transactions in a casino;
- f) through providing the plastic body of the card or its placing into the terminal device personally by the USER and through recognizing its magnetic stripe or chip by the device, against payment on terminal self-service devices.

Upon presenting of the bank card for payment at a POS terminal by the USER of payment services the USER may be requested to provide as well a valid ID card as a requirement for ordering the payment.

2.4 2 Through entering and/or registering in Internet of the card data by the USER of payment services - number of the bank card, validity, CVV2/CVC2 code (three figures, typed on the back of a payment instrument after the last four figures from the number of the payment instrument), password for secure payments via Internet;

2.4 3 Through providing the card data to the Supplier of goods and/or services and by authorizing the latter to use it for the purpose of payment on behalf of the USER of payment services via fax machine, telephone or another telecommunication device - number and validity of the bank card, CVC2/CVV2 code,

2.5. The Supplier may define payment limits upon use of a payment instrument.

III. FEES, COMMISSIONS, INTEREST RATES AND EXCHANGE RATES IN RELATION WITH THE PAYMENT SERVICES, PROVIDED THROUGH A BANK CARD.

3.1. Against the provided by the SUPPLIER payment services, the USER shall pay fees and commissions, pursuant to the Tariff of the Supplier, effective to the date of execution of the respective payment service.

3.2. The changes in the interest rates and the exchange rates may be applied immediately and without a prior two-month notice, in case these changes are based on the reference interest rate or the reference exchange rate. Where the changes in the interest rates or the exchange rates are favorable for the USER of payment services, they shall be applied without a prior notification by the SUPPLIER.

3.3. Upon termination of the framework agreement, the USER shall repay the regularly accrued by virtue of the agreement fees for payment services through bank cards, proportionately to the expired period of effectiveness of the agreement. In case such fees were repaid in advance, they shall be refunded proportionately to the term of the termination.

IV. PROCEDURE FOR COMMUNICATION BETWEEN THE PARTIES

4.1. The communication between the parties under the present Framework Agreement shall be performed in Bulgarian or English.

4.2. The communication between the parties shall be performed in writing, incl. through the use of the means of telecommunication - fax machine or via electronic channels.

4.3. All notifications, related to the fulfillment of this Framework Agreement shall be made in writing or through another kind of a permanent carrier, to be submitted to a physical address, sent via fax machine or the electronic mail or through an electronic channel of other type, published on the web-page of the SUPPLIER or provided on request in a banking hall. The regular interval of issuing the notifications shall be agreed between the parties, but it could not exceed 30 days.

V. RIGHTS AND OBLIGATIONS WITH REGARD TO THE USE OF A BANK CARD. PROTECTIVE MEASURES, TERM FOR NOTIFICATION. RESPONSIBILITY FOR THE PAYMENT ORDERS

5.1. The USER of a bank card shall be obliged:

- a) To use the bank card only in person, according to the terms and conditions for its issuance and use, specified under the agreement for the payment product and the related general terms and conditions.
- b) To keep the bank card with due diligence, undertaking all possible measures for prevention against its loss, theft, use by any third parties, its destroying and damaging, as well as against the misappropriation of the card data by third parties.
- c) To keep in secrecy the personalized protective characteristics of the bank card - PIN, password for performing secure payments via Internet, etc. Not to note down whatever kind of information about these characteristics on the bank card or on any paper carrier, kept together or in the close proximity to the bank

card, which would facilitate the deprivation or the misappropriation of the card, together with its characteristics and its illegal use.

d) To immediately inform the SUPPLIER of payment services in case of loss, theft, misappropriation or illegal use of the bank card.

e) To provide the SUPPLIER with the possibility to submit the statements with information about the performed through the bank card payment operations regularly, in the way, agreed with the SUPPLIER - on paper, electronically, to provided valid address, to an electronic address or via any other electronic channel, on request at a cash desk of the bank. Regarding the last case, the USER shall be responsible for the receipt of the information within the term, agreed with the Supplier, unless providing the data by the Supplier is hindered due to technical or other objective reasons.

5.2. The USER shall have the right to receive by the Supplier information about the payment operations, ordered and performed through the bank card. This information shall include the following:

a) an authorization code of the performed payment operations;

b) locations and dates of performing the payment operations;

c) amount in the initial currency of the payment, amount in the currency of the card, date of reporting the transaction and the applicable exchange rate.

d) accrued fees and interests, as well as bonuses, in relation with the performed payment operations by the USER.

e) upon operations, performed through a bank card by a disbursed loan by the SUPPLIER - the amount of the disbursed credit limit, the annual interest rate, the total amount of the liability, the due and payable minimum repayment installment, deadline for repayment, as well as exceeded credit limit.

The information about the performed payment operations shall be provided by the SUPPLIER to the USER in a way and at particular intervals, as agreed between them. The USER shall be entitled to receive such information beyond the agreed intervals, as well, upon a submitted by him/her written request and in observance of the terms and conditions of the applicable to this date Tariff of the SUPPLIER.

5.3. The SUPPLIER of payment services shall be entitled to suspend the use of the bank card due to reasons, related to:

a) the security of the bank card;

b) a doubt for non-permitted use of the bank card, including deliberate harming the interests of the SUPPLIER of payment services.

c) use of the bank card for fraud or doubts about such use.

d) Prevention from money laundering or terrorism financing;

e) non-observance by the USER of payment services of the terms and conditions of the present Framework agreement, the Card Product Agreement and the related GTC.

f) significantly grown risk that the Payer would not be able to fulfill his/her payment obligations - in relation to bank cards with providing of a loan.

g) upon ordering by competent legal/ state authorities.

h) upon ordering of the USER.

5.4. The USER shall be obliged to inform the SUPPLIER in writing about any non-permitted or inaccurately executed payment orders within 30 days from receipt of the information for their execution through, but not only limited to this way, a statement from his/her payment account.

5.5. The SUPPLIER shall have the right to accept the written notifications for non-permitted or inaccurately executed payment operations, submitted by the USER in a term not longer than 30 days from the receipt of the information for their execution, where after this term the notifications shall be considered submitted with unreasonable delay.

5.6. The SUPPLIER of payment services, executed through bank cards, shall be obliged to adjust the non-permitted or inaccurately executed payment operation after the receipt of the notification, submitted by the USER, provided the notification has been submitted without unreasonable delay, but not later than 13 (thirteen) months from the date of debiting his/her account.

5.7. The SUPPLIER shall be obliged to notify the USER in writing in 7-day term from the receipt of the notification for any non-permitted or inaccurately executed payment operations, about the measures, undertaken by it on the case.

5.8. The USER shall bear the losses, arising out of all non-permitted payment operations, provided those have been caused by the use of a lost, stolen or forged bank card, or use of misappropriated card data, when the USER has not managed to preserve his/her personalized protective parameters of his/her bank card - PIN code and password for secure payments via Internet, up to amount, not exceeding BGN 300 (three hundred leva).

5.9. The USER shall bear the losses upon all non-permitted payment operations, executed through a bank card, if those have been effected due to his/her act of gross negligence and/or upon non-fulfillment of his/her obligation for preserving the protective parameters of the bank card; when he/she has deceived or has tried to deceive the SUPPLIER or has not fulfilled his/her obligations under item 5.1.

5.10. After providing a notification to the SUPPLIER as per item 5.1, the USER shall not bear any property damages, arising out of the use of a lost, stolen, forged bank card or the use of illegally misappropriated card data, with the exception of the cases when the USER has acted in bad faith.

5.11. The SUPPLIER of payment services shall immediately refund the amount of the non-permitted payment operations, with the exception of the cases, mentioned under item 5.6. and 5.7 and if necessary, it shall recover the payment account of the USER to its status before the execution of the non-permitted payment operations, after the finalization of the procedure on ascertaining the authenticity of the payment operation, but not later than 21 days after the receipt of the notification under item 5.4.

5.12. The SUPPLIER of payment services, executed through a bank card, shall be responsible to the USER for refunding all fees, paid by him/her, as well as for refunding all interests, which the account of the USER has accrued, due to execution of any non-permitted or inaccurately executed payment operations, unless the USER has acted in bad faith or with gross negligence.

5.13. The SUPPLIER of payment services shall be entitled to lodge a recourse claim against the USER, after it has recovered the amount under item 5.9, in case it has ascertained any activities, performed by the USER in bad faith or with gross negligence or non-observing by latter of his/her obligations under the present Framework Agreement.

VI. AMENDMENT AND TERMINATION OF THE AGREEMENT

6.1. All envisaged changes of this Framework Agreement shall be preliminary provided to the USER in writing on a paper carrier or other kind of permanent carrier, formed comprehensively and understandably, in term not less than two months before the date, on which the changes are proposed to become effective. Together with this notification, the SUPPLIER shall inform the USER that the changes of the Framework Agreement shall be considered accepted, unless the USER explicitly notifies that he/she does not accept them. The notification of the USER to the SUPPLIER shall be made in the way envisaged thereof, prior to the date, on which the envisaged changes of the Framework Agreement shall become effective. If this is the case, the USER shall have the right to immediately terminate the Framework Agreement prior to the date, on which the envisaged changes shall become effective, without being held liable for any costs and compensations.

6.2. The USER may terminate the Framework Agreement at any time, submitting a one-month written notice to the SUPPLIER.

6.3. Upon terminating this Framework Agreement, the USER shall not have to pay any fees or penalties for this termination, in case 12 (twelve) months were expired from the date of concluding the Framework Agreement.

6.4. The SUPPLIER may terminate this Framework Agreement with a 2-month notice. The notice shall be provided to the USER on a paper carrier or on another kind of a permanent carrier.

6.5. Upon termination of the Framework Agreement due to non-fulfillment of any obligation of the USER, the paragraphs of art. 3.3, art. 6.2, art. 6.3 and art. 6.4. shall not be applied.

VII. SOLVING OF DISPUTES

7.1. In case of arising disputes between the parties, in relation with this Framework Agreement, the case shall first be subject to good faith negotiations with the purpose of its solving out of the court. If this is the case, the procedure for lodging appeals and solving disputes of the SUPPLIER shall be applied, which shall be obliged thereafter to express its opinion on the case and to inform the USER in writing about its decision in 7-day term of lodging the appeal. In case the SUPPLIER does not express its opinion within the envisaged term and where the USER is not satisfied with the decision, the dispute may be referred for review to the Arbitration Committee for payment disputes by virtue of the Law on Payment Services and Payment Systems

7.2. With regard to this Framework Agreement and its interpreting, the Bulgarian legislation shall be applied and the competent Bulgarian court shall be referred for solving the disputes between the parties.

7.3. This Framework Agreement was prepared in compliance with the terms and conditions of the Law on Payment Services and Payment Systems and Ordinance No 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and Use of Payment Instruments.

7.4. All issues between the USER and the SUPPLIER, related to the execution of payment operations, which are not settled herein, shall be arranged by virtue of the Law on Payment Services and Payment Systems, Ordinance No 3 of BNB on the Terms and Procedures for the Execution of Payment Transactions and Use of Payment Instruments and other applicable provisions of the Bulgarian legislation.

This Framework Agreement was prepared and signed in two identical copies, one for each contracting party thereof.

FOR PROVIDER:.....

FOR USER:.....