

General Terms and Conditions of TEXIM BANK AD under the Framework Agreement for Opening and Servicing Bank Payment Accounts and Execution of Payment Transactions

These General Terms and Conditions set out the general contractual relations between TEXIM BANK AD /the Bank/ and its customers in connection with the opening and keeping bank payment accounts and execution of payment transactions. The General Terms and Conditions are adopted pursuant to the Credit Institutions Act (CIA), the Payment Services and Payment Systems Act (PSPSA) and the internal regulations of TEXIM BANK AD. The General Terms and Conditions regulate the execution of payment transactions and set out the procedure for opening and keeping a payment account with the Bank, as a payment service provider, by the payment service user /the Customer/, unless agreed otherwise elsewhere.

I. Information about TEXIM BANK AD

TEXIM BANK AD is a commercial bank with seat and registered office at: 117, Todor Aleksandrov Blvd., 1303 Sofia, registered with the Commercial Register at the Registry Agency under UIC 040534040.

Website: www.teximbank.bg;

Customer Service Center: 02/903 55 00, 02/9 10 60 for landline phones and 10 60 for mobile phones. E-mail: info@teximbank.bg TEXIM BANK AD holds a license to carry out banking activities, including as a payment service provider. The activity of the Bank is regulated by the Bulgarian National Bank, located at: 1, Knyaz Alexander Battenberg Square, Sofia.

II. Payment services provided by the Bank

Art. 1. The Bank provides its customers with the following payment services:

- (1) cash depositing services for a payment account, as well as the associated payment account service operations;
- (2) cash withdrawal services for a payment account, as well as the associated payment account service operations;
- (3) execution of payment transactions, including transfer of funds to a payment account of the Customer with the Bank or with another payment service provider:
 - (a) execution of direct debits in BGN, including one-off direct debits;
 - (b) execution of payment transactions by means of payment cards or other similar instruments;
 - (c) execution of credit transfers, including periodic transfer payment orders;
- (4) execution of payment transactions when the funds are part of a loan granted to the Customer:
 - (a) execution of direct debits in BGN, including one-off direct debits;
 - (b) execution of payment transactions by means of payment cards or other similar instruments;
 - (c) execution of credit transfers, including periodic transfer payment orders;
- (5) issuance of payment instruments and/or acceptance of payments with payment instruments;
- (6) execution of available money transfers;

Art. 2. The Bank shall not control the subject matter and the lawfulness of the transaction in connection with which the payment service is provided, unless otherwise is provided by law or under the contract with the Customer.

Art. 3. In connection with the payment transactions made on the account, the Customer of the Bank may act as a payer and/or payee.

III. Orders made to the Bank

Art. 4. (1) The Customer may submit the following orders to the Bank:

- (a) to make payments or receive cash;

- (b) to obtain information on the status of the Customer's account;
- (c) to open a new account or to close an existing account; or
- (d) to carry out another operation on his/her account.

Art. 5. Prior to executing an order filed by the Customer, the Bank shall take measures to establish that the order is submitted by the Customer and that the order is clear and unambiguous.

Art. 6. The order or consent of the Customer for the execution of a payment transaction shall be treated by the Bank as being submitted personally by the Customer or by a person authorized by the Customer when:

- the order is given by means of a document containing an affixed signature for which the Bank has reason to believe to have been affixed by the Customer or a person authorized by the Customer. Upon opening an account of a Customer - a legal entity, a specimen of the signature of the persons (legal representatives and proxies) who are entitled to dispose of the funds in the Customer's account (specimen) is required, as well as a sample of the stamp of the Customer, if the latter declares, that it will use a stamp, and these specimens shall be used by the Bank to compare the signature and stamp on each payment order submitted for execution;
- it is certified that the person submitting the payment order in an office of the Bank either through the payee, or through a payment initiation service provider is the Customer with whom the Bank has contractual relations or a person authorized by it;
- where applicable, a payment instrument issued by the Bank to the Customer has been used.

Art. 7. The Bank shall assume that the information given in an order submitted to it is accurate except in the case of an obvious mistake. In particular, it shall assume as accurate the quoted exact number of the account to be debited or credited except in cases where it finds that there is a discrepancy in the data on the payment order (IBAN, BIC (if the payment order is for services in a non-EU member-state)

or names of the holder and/or the payee) and those in the Bank's information system. In this case, the Bank shall be entitled not to execute the payment order until the discrepancy has been eliminated.

Art. 8. The Bank shall be entitled to refuse to execute a specific order, including a payment order, or to validate the Customer's account when it has reason to believe that the execution of the order would violate a law or other legal regulation applicable to the relations between the Bank and the Customer, or any of the provisions under Art. 5 and/or Art. 6 of the General Terms and Conditions is not complied with.

Art. 9. The Bank may also refuse to execute a specific order, including a payment order, or validate the Customer's account when it has reason to believe that the execution of the order would expose the Bank to a risk of sanctions or administrative coercive measures by any government, regulatory bodies or enforcement authorities.

Art. 10. If the Bank has reasons to believe that the execution of an order, including a payment order, would be detrimental to its reputation, the Bank shall refuse to execute the order or to validate the Customer's account, respectively.

Art. 11. When receiving a payment order issued by the Customer, the Bank shall decide at its discretion to execute the order, except in the case of payments in BGN on the territory of the Republic of Bulgaria where the method is determined by the ordering party in the payment order.

Art. 12. Any payment from a payment account of the Customer shall be made only upon an order or with the prior consent of the Customer up to the amount and under the conditions set by the Customer. The foregoing shall not apply to enforcement measures in accordance with the procedure established by the law.

Art. 13.

(1) The Bank shall allow the provision of information to a proxy, as well as disposal of funds on the account and opening, modification and closure of accounts by a proxy in the name and on behalf of the Customer only upon the presentation of a power of attorney with a notarized authorizer's signature or if the signature the authorizer has been affixed in the Bank in the presence of the Bank's notified officers.

(2) The notarized power of attorney shall be submitted to the Bank in original, and another original copy or a copy certified by the authorized person, shall remain with the Bank. In the event that the Bank does not keep the original of the notarized power of attorney, the proxy shall be required to submit to the Bank the original for each transaction performed by him/her in the name and on behalf of the Customer.

(3) The Bank shall be entitled to refuse to accept powers of attorney certified in a foreign country (except those certified by Bulgarian consular representations) and powers of attorney containing unclear texts, complex hypotheses or specific restrictions, and shall not be held responsible for this.

(4) The Bank shall not be liable for the execution of orders of the proxy whose powers have been revoked or withdrawn if it has not been notified in writing.

Art. 14. The order or the consent to execute a payment transaction or a series of payment transactions shall be given by the Customer prior to the execution of the transaction by submitting to the Bank of payment documents drawn up by the Customer in the provided form or by a provider of payment initiation services.

Art. 15. The Customer's order or consent to execute a payment transaction may be withdrawn by the Customer at any time but no later than the moment the payment transaction becomes irrevocable as follows:

1. The Customer may not cancel the payment order after it has been received by the payment service provider of the payer.

2. Where the payment transaction is initiated by a payment initiation service provider or by or through the payee, the payer may not cancel the payment order after its transmission or after giving consent to the execution of the payment transaction in favour of the payee.

3. Where the Customer and the Bank agree that the payment order is to be executed on a certain day or on the day following the expiration of a certain period or on the day on which the payer provides its payment service provider with the necessary funds to execute the order, the Customer may cancel the payment order at the latest by the end of the business day preceding the agreed day.

4. In the case of direct debits, the payer may cancel the payment order at the latest by the end of the business day preceding the agreed day of debiting the account.

5. The Bank shall be entitled to charge a fee for the cancellation of a payment order by the Customer in accordance with the Bank's Tariff effective as at the date of cancellation.

6. Upon withdrawal of consent to execute a series of payment transactions, all future payment transactions shall be considered unauthorized.

Art. 16. The Bank shall accept and execute payment orders containing the requisites specified below. The requisites of the orders for operations are also applicable when they are executed in different currencies, provided that the Bank is a payment service provider for both the originator and the payee in the particular payment transaction.

IV. Components of payment orders

Art. 17. Any deposit slip submitted to the Bank must contain:

1. name of the Bank;
2. place and date of filing;
3. signature of the payer;
4. name of the payee;
5. international bank account number (IBAN) of the payee;
6. name of the bank, where the account of the payee is held;
7. currency;
8. amount of the payment transaction;
9. payer;
10. reasons for fund depositing;

Art. 18. Any payment order submitted to the Bank must contain:

1. name of the Bank;
2. place and date of filing;
3. signature(s) of the persons entitled to dispose of the account;
4. the name of the originator;
5. international bank account number (IBAN) of the originator;
6. name of the bank, where the account of the originator is held;
7. currency;
8. amount of the payment transaction;
9. full name, PIN/Foreigner's IN and identity card details of the person authorized to receive the cash amount, if any;
10. stamp of the originator if the latter is a legal entity and has declared that it will use its stamp;
11. payee - signature of the person submitting the document;
12. control signature - signature of the person upon the receipt of the amount;
13. amount received by - signature of the person authorized to receive the amount;

Art. 19. Any credit transfer payment order in BGN submitted to the Bank must contain:

1. name of the Bank;
2. name of the Customer;
3. international bank account number (IBAN) of the Customer's account;
4. name of the bank or other payment service provider of the payee;
5. international bank identification code (BIC) of the payee's bank;
6. name of the payee;
7. international bank account number (IBAN);
8. amount of the payment transaction;
9. currency;
10. date of execution;
11. reasons (information about the payee);
12. additional explanations;
13. date of submission of the payment order;
14. payment system - for example: BISERA or RINGS (to be filled in where the Customer's account and the payee's account are held with different banks);
15. signature of the originator;
16. stamp of the originator if the latter is a legal entity and has declared that it will use its stamp.

Art. 20. The credit transfer payment order may also contain other data, including data required for the compliance with the requirements under other legal acts.

Art. 21. When executing a credit transfer in a currency other than BGN, the payment order may contain data other than those specified above, as required under the rules of the respective payment system.

Art. 22. The Customer shall be required to have the necessary funds available at its designated account with the Bank to perform the payment on the date specified for the execution of the order.

Art. 23. When submitting payment orders for cross-border credit transfers, the Customer must also indicate the transfer value date.

Art. 24. The Bank shall assume that the Customer has given its consent to the Bank to process the payment order once the Bank has verified that the payment order is authentic or has been received through a payment initiation service provider.

Art. 25. The credit transfer payment order must be drawn up by the payer who shall be liable for the consequences of its improper compilation. When the payment order is made by an employee of the Bank, the Customer is required to check it before signing and by signing it the Customer declares that the payment order is accurately and correctly drawn up, agrees with it and is responsible for the consequences of its improper compilation.

Art. 26. Any payment order/deposit slip submitted to the Bank for payments to/from the budget must contain:

1. name of the Bank;
2. date of submission;
3. signature of the originator/payer and stamp for the legal entities, if they use a stamp;
4. name of the payee's bank;
5. international bank identification code (BIC) of the payee's bank;
6. name of the payee;
7. international bank account number (IBAN) of the payee;
8. type of payment - six-digit code consistent with an approved nomenclature;
9. amount of the payment transaction;
10. currency;
11. reasons for payment;
12. type and number of the document to be paid, date of that document;
13. period for which it is paid;
14. liable person;
15. UIC/BULSTAT, respectively PIN/Foreigner's IN of the liable person;
16. name of the legal entity / name of the natural person acting as originator;
17. international bank account number (IBAN) of the originator;
18. international bank identification code (BIC) of the payer's bank;
19. payment system;
20. fees - allowed only for shared expenses;
21. date of execution;
22. type of payment;

Art. 27. Any payment order/deposit slip submitted to the Bank for multi-item payment to/from the budget must contain all the requisites for drawing up a payment order/deposit slip for payment from/to the budget, further specifying information on each individual liability (four in total) the payment of which is specified in one transfer for a total amount in foreign currency/BGN. The information for each individual liability must contain:

1. type of payment;
2. amount - indicate the amount of the respective liability;
3. reason for payment and further clarifications;
4. type and number of the document related to the respective liability;
5. period covered by the liability;

Art. 28. The consent for direct debit in BGN submitted to the Bank must contain:

1. name and address of the Bank;
2. date of submission of the document;
3. name of the Customer;
4. signature of the Customer;
5. international bank account number (IBAN) of the Customer;
6. name of the payee;

the maximum amount to which the beneficiary of the consent may initiate direct debit payment orders;

7. term of validity of the consent;

8. conditions under which consent is given.

Art. 29. By agreement between the Customer and the Bank, the direct debit consent may also contain further information.

Art. 30. Any payment order for direct debit in BGN submitted to the Bank must contain:

1. name of the Bank;
2. date of submission of the payment order;
3. signature of the Customer;
4. name of the Customer - payee of the amount;
5. international bank account number (IBAN) of the Customer - payee of the amount;
6. international bank identification code (BIC) of the payee's Bank;
7. name of the payer's bank;
8. name of the payer;
9. international bank account number (IBAN) of the payer;
10. amount of the payment transaction;
11. currency;
12. date of execution;
13. reasons (information about the payer);
14. fees - allowed only for shared expenses;
15. additional explanations;
16. international bank identification code (BIC) of the payer's bank;
17. date of submission of the payment order;
18. signature of the Customer - payee of the amount;

Art. 31. The direct debit payment order may also contain other data, including data required for the compliance with the requirements under other legal acts.

V. Amounts transferred and received on a payment order

Art. 32. The Bank is required to transfer the amount of the payment transaction without deducting any fees from it. In the cases where the Customer has indicated in the payment order for credit transfer in foreign currency that all bank commissions/fees shall be borne by the payee, including those of the Bank, the latter shall transfer the amount of the payment transaction less the fees due to the Bank.

Art. 33. The Bank shall perform the transfer from the Customer's account with the funds available therein, covering the amounts of the ordered transfer, the due fees and commissions and the minimum required balance according to the Tariffs.

Art. 34. No partial transfers on individual payment orders or direct debit requests shall be allowed.

Art. 35. In deciding whether or not the Customer has the necessary funds available in its designated account with the Bank for making a credit transfer, the Bank shall:

- (a) sum up the available balance on the Customer's account and the overdraft limit provided by the Bank (if any); and
- (b) reduce the above amount by the amount of payments that the Customer has ordered the Bank to perform from this Customer's

account and which the Bank has not yet performed (including all amounts of payments from a Customer's bank card which the Bank has authorized), as well as the bank commissions due by the Customer.

Art. 36. The Bank shall not take into account any regular future proceeds on the Customer's account, as well as any proceeds received after the Bank has decided not to make a payment on the Customer's payment order.

Art. 37. In the event that the Customer orders a credit transfer from its account which does not have the necessary funds available on the date the payment is to be made, the Bank shall refuse to make the payment.

Art. 38. In the event that on a certain day the Customer orders the Bank to make two or more payments from one of its accounts, but the Customer does not have the necessary funds available to execute all the ordered payments, then the Bank shall execute the payments in the chronological order of their receipt in the Bank.

Art. 39. In the event that the Bank receives a payment order formed as originating from the Customer or through a payment initiation service provider and has reasonable doubt that it does not originate from the Customer or due to any other reason, such as suspicion of fraud, the Bank may request the Customer to confirm the authenticity of this payment order (in writing or verbally) and the Bank shall not process it until it has received such a confirmation from the Customer. In such a case, the Customer must confirm the payment order as quickly as possible in order to avoid any delay in its processing by the Bank. The Bank shall not make the payment until it receives the confirmation from the Customer.

Art. 40. (1) In accordance with the international and local law, the Bank shall execute the received credit transfers if the electronic message for the transfer also contains the minimum information required for the payer/originator of the transfer, namely:

- (a) name, exact address and bank account number of the payer, or:
- (b) name, exact address and the unique identifier of the payer.

For transfers from countries in the Community, the address information is not required. For other transfers, the address may be replaced with the following information: date and place of birth of the payer, customer identifier or payer national identifier.

(2) 'Unique Payer Identifier' means:

National Identity Number (NIDN);

Alien Registration Number (ARNU);

Passport Number (CCPT);

Tax Identification Number (TXID);

Driver's License Number (DRLC);

Customer Identification Number (CUST);

Employer Number (EMPL);

International Business Entity Identifier (IBEI);

Social Security Number (SOSE).

Art. 41. In the event that the Bank receives a credit transfer in favour of the Customer which lacks the above information about the payer, the Bank shall be entitled to suspend its execution and request the requisite information from the originator's payment

institution whereby the Bank shall delay the execution of the received transfer until it receives from the originator's payment institution a new communication specifying the missing information about the payer. In case the payer's payment institution fails to provide the Bank with the requested information within a reasonable time, the Bank shall reserve the right to return the transfer back to the payment institution of the payer.

Art. 42. (1) The Bank shall be entitled to deduct the fees due by the Customer from the amount received under the payment order before crediting the Customer's account. The amount of the payment transaction is indicated to the Customer separately from the amount of the fees that are to be deducted from it.

(2) Upon a transfer in BGN, the Bank shall debit the amount corresponding to the IBAN of the payee specified in the electronic communication. In the event that the account individualized by the specified IBAN is closed, the Bank shall return the transfer to the originator.

VI. Payment order receipt

Art. 43. The moment of receipt of a payment order is the moment when the Bank receives the payment order submitted directly by the payer or indirectly by or through the payee in the relevant office of the Bank or electronically when using the Internet banking service (see below) or through a payment initiation service provider.

Art. 44. When the time of receipt is not a business day for the Bank, the payment order is deemed to have been received on the following business day, except for intrabank transfers via the Internet banking system.

Art. 45. Payment orders on paper are accepted within the working hours for customers, while orders filed by Internet/Mobile Banking users, as well as payments made by a payment initiation service provider - 24h without interruption and without non-banking days.

Art. 46.

(1) (Payment orders for credit transfers in foreign currency to be executed with the value date which is the current business day must be presented at the bank's office or ordered through the internet/mobile banking system or through a payment initiation service provider within the following deadlines:

For transfers in EUR - by 1:00 p.m. on the respective day;

For transfers in other foreign currency - by 3:00 p.m. on the respective business day;

(2) Any orders submitted after the specified time shall be accepted for execution and with value date which is the earliest on the next business day;

(3) Payment orders for credit transfers in a currency other than the one referred to in para. 1 shall be accepted for execution and with a value date which is the earliest on the business day following their receipt.

Art. 47. Payment orders to be made through RINGS shall be accepted by the bank by 3:00 p.m. on the respective business day. No RINGS transfers with future execution date are allowed.

Art. 48. Where the Customer submitting the payment order and the Bank agree that the payment order is to be executed on a certain day or on the day following the expiration of a certain period or on the day on which the payer provides its payment service provider with the necessary funds to execute the order, the moment of the receipt of the payment order shall be considered the agreed day and if this day is not a business day - the following business day.

Art. 49. Where the Bank refuses to execute a payment order, the refusal and, if possible, the reasons for it and the procedure for correcting the factual errors leading to the refusal shall be communicated to the Customer, unless there is a prohibition to provide such information under a law other than the PSPSA or an act of the European Community. The Bank shall provide or make available to the Customer the notification in due time at an office of the Bank and/or via e-mail within the time limits for execution of the payment transaction pursuant to Art. 53 of the General Terms and Conditions.

Art. 50. The Bank shall be entitled to charge a notification fee if the refusal to execute a payment order is objectively justified, at a rate in accordance with the current Bank's Tariffs.

Art. 51. Where all the conditions stipulated in the framework agreement are in place and the Customer is a payer, the Bank cannot refuse to execute a payment order, regardless of whether it is submitted by the Customer or by or through the payee or through a payment initiation service provider, unless there is a limitation for the execution of the order under a statutory instrument.

Art. 52. Any payment order the execution of which has been refused shall be deemed not to be received, respectively the Bank shall not bear any responsibility in this aspect.

VII. Payment transaction execution deadlines

Art. 53. The payment transaction execution deadlines specified below shall apply to payment transactions in BGN, EUR or related to single currency exchange BGN/EUR, provided that the exchange takes place in the Republic of Bulgaria, as well as in the case of cross-border payment transactions when the payment transaction is in EUR.

(1) The crediting of the payment of the payment account of the payee's payment service provider with the amount of the payment transaction shall be at the latest by the end of the business day following the receipt of the payment order. This deadline may be one business day longer when initiating paper-based payment transactions.

(2) When executing payment transactions in BGN between payment service providers participating in the RINGS payment system or in a payment system having access to RINGS, the crediting of the payment account of the payee's payment service provider shall be on the same business day, on which the payment order has been received.

(3) Where the Customer is the payee, the Bank shall set the value date of the crediting and make available on its payment account the amount of the payment transaction no later than the business day on which the Bank's account is credited with the amount of the payment transaction. The value date of the debiting the payment account of the Customer when the latter is the payer shall be not earlier than the moment the payment account is debited with the amount of the payment transaction.

(4) The payment orders received through the Internet/Mobile Banking Service or through a payment initiation service provider shall be executed as follows: during the actual working hours of the Bank - for payment orders received on the respective business day; during the working hours of the Bank on the following business day - for payment orders received after the Bank's closing hours;

(5) Where the Customer is the payee, the Bank shall transmit to the payer's payment service provider the payment order given by or through the Customer within the timeframe agreed by and between the Customer and the Bank so that the settlement may be made on the agreed date.

(6) When cash is deposited by a Customer who is the holder of a payment account with the Bank in the currency in which the respective payment account has been opened, the Bank shall make available the amount and set the crediting value date immediately after the receipt of the funds. When the Customer is not a holder of a bank account, the amount is made available and the value date is determined at the latest on the following business day after receiving the funds.

Art. 54. In the case of direct debit payments in BGN, where the Customer is a payer, it shall give its consent in advance to the Bank, and a copy of the consent is sent to the payee.

Art. 55. Where the Customer is a payee, the Bank shall accept the direct debit order and submits it to the payer's payment service provider without verifying the grounds for the use of the direct debit.

Art. 56. Where the Customer is the payer, before executing a direct debit order, the Bank shall verify that:

1. there is a prior consent of the Customer for direct debit;
2. the funds in the Customer's account are sufficient for the execution of the direct debit order or there is a sufficient authorized loan;
3. the conditions for the execution of the direct debit order are met, including the documents required for its execution have been received if the submission of such documents has been agreed.

Art. 57. (1) The direct debit order, when the Customer is the payer, shall be executed by the Bank within the time limit under Art. 53 (2) of the General Terms and Conditions as of the date on which the conditions under Art. 56 of the General Terms and Conditions are complied with.

(2) If, within 5 working days of the receipt of the direct debit order, the conditions for its execution under Art. 56 of the General Terms and Conditions have not been met, the Bank shall refuse the execution of the direct debit order and inform the payee's payment service provider accordingly.

VIII. Cross-border credit transfer payment orders and deadlines for execution.

Art. 58. In the event of ordering a cross-border payment, the Customer shall provide the Bank with the information specified in Article 19-25 of the General Terms and Conditions to help identify the bank and the account for which the payment is intended. In the event that the Customer fails to provide this information, the Bank shall make efforts to

obtain it using its own sources, charging the Customer with additional commission for that service. The Bank shall notify the Customer of the amount of the commission before processing the payment order.

Art. 59. (1) If the Customer orders a payment in a currency other than EUR in favour of a payee whose account is with a bank in the European Union, the Bank shall provide that the amount of any such payment reaches the payment institution of that person within 4 business days after the receipt of the Customer's payment order. The payment institution, upon receiving such a payment, shall be required to credit the payee's account opened with it on the day it receives the payment.

(2) If the Customer orders a payment in favour of a payee whose account is opened with a payment institution outside of the European Union, the Bank shall provide that the amount of any such payment reaches the payment institution of that person within 4 business days after the receipt of the Customer's payment order. This does not mean, however, that the payee's account will be credited on that day, as the latter depends on the banking practice in the country concerned.

Art. 60. When making an international payment, the Bank shall act in the name and on behalf of the Customer, in respect of which the Customer and the payee must have fulfilled all local legal requirements in relation to the payment. In the event that the Bank pays appropriate costs as a result of non-performance of this obligation, the Customer shall be required to reimburse the Bank and to compensate the Bank for the losses incurred.

Art. 61. If an intermediary bank is required to execute cross-border payments, the Bank shall designate the intermediary bank.

Art. 62. In the event that the customer orders a change or cancellation of a payment order deposited with the Bank, the Bank shall send to the payment institution of the payee the respective notification of the change or cancellation of the credit transfer for which the Customer shall be additionally charged as beside the Bank's commissions the Customer shall bear the commissions of the payee's payment service provider for such an adjustment or cancellation of the transfer. Cancellation and return of a credit transfer ordered by the Customer shall only be possible with the consent of the payee of the transfer.

Art. 63. (1) In the event that the Customer orders a cross-border transfer for a payee whose account is opened with a payment institution within the European Union, the payer and the payee shall pay the respective commissions to their banks.

(2) In the event that the Customer orders a cross-border transfer for a payee whose account is opened with a payment institution outside of the European Union, the Customer shall indicate in the payment order the method of distribution of the bank commissions and may bear all bank commissions in the payment chain, including the commissions of the payee's payment service provider and the intermediary bank (OUR billing code), or may transfer all bank commissions to the payee, including those of the Bank (BEN billing code). In the event that the Customer does not indicate how the costs are allocated, the Bank shall execute the payment order using SHA billing code (i.e. 'shared commission').

Art. 64. In the event that the Bank receives a cross-border credit transfer containing the necessary information about the payer pursuant to Article 40, correctly specifying the name and the bank account of the Customer with the Bank, the Bank shall execute the received payment order by crediting the Customer's account with the amount of the transfer with a value date which is not later than the business day on which the Bank's account has been credited with the amount of the credit transfer. The Bank shall make the amount available to the Customer immediately after making sure that the Bank has received the amount of the credit transfer when, on the part of the Bank:

1. there is no currency exchange, or
2. there is a currency exchange between EUR and the currency of a EU Member State of the European Union or between the currencies of two Member States.
3. the Bank is the payment service provider of the payer and the payee of the credit transfer amount.

Art. 65. TEXIM BANK AD shall consider that the received cross-border transfers from other banks in favour of customers of TEXIM BANK AD have entered the Bank on the current business day if the time of receipt registered by SWIFT is by 7:00 p.m. The cross-border transfers received by TEXIM BANK AD from other banks in favour of customers of TEXIM BANK AD shall be considered to have been received by the Bank on the following business day when the time of receipt registered by SWIFT is after 5:00 p.m.

Art. 66. In the event that the Bank receives a cross-border credit transfer in favour of the Customer, stating that the Customer must bear the bank commissions of the Bank for the received transfer (SHA or BEN billing code), upon crediting the Customer's account with the Bank with the amount of the transfer, the Bank shall debit ex officio by a separate transaction the same account of the Customer with the Bank's commissions for the receipt of the transfer.

Art. 67. In the event that the Bank receives a cross-border credit transfer in favour of the Customer indicating that all bank commissions shall be borne by the ordering party (OUR billing code), the Bank shall credit the specified Customer's account with the Bank with the amount of the transfer and shall not charge the Customer with commissions for receiving cross-border foreign currency transfer. The Bank shall require the payment institution sending the credit transfer to pay the Bank's commissions for the transfer at the expense of the payer. In the event that within 1 (one) month from the date of the request, the Bank does not receive the full amount of the due commissions, the Bank shall reserve the right to withhold them from the Customer by debiting its account with the Bank ex officio.

Art. 68. In the event that the Bank receives a credit transfer in favour of the Customer in a currency other than the currency of the payee's account, the Bank shall perform the received transfer by applying the current arbitrage exchange rate (declared by the Bank at the bank offices) at the time of crediting the designated payee's account, unless otherwise agreed.

IX. Making payments with the account holder's prior consent

Art. 69. In the event that the Customer has a due liability to the Bank, the latter may collect from the Customer's account opened with it the amounts due, for which the Customer gives its written consent by signing these General Terms and Conditions. The Bank shall notify the Customer of the reasons, size and value date of the amount collected from its payment account.

X. Information before the execution of an individual payment transaction

Art. 70. In the cases when the Customer, as a payer, requests the execution of an individual payment transaction under the agreement, the Bank, upon receiving the request, shall provide the Customer with explicit information about the maximum period for its execution and the fees and commissions due by the Customer.

XI. Information provided to the Customer regarding individual payment transactions under the framework agreement

Art. 71. Once the Customer's account, as a payer, is debited with the amount of an individual payment transaction under the agreement, the Bank shall provide it immediately on paper or any other durable medium (e-mail) with the following information:

1. registration number of the payment transaction and, where appropriate, information on the payee;
2. value of the payment transaction expressed in the currency in which the Customer's payment account has been debited or in the currency specified in the payment order;
3. data about the size of all fees and commissions due by the Customer in connection with the payment transaction, presented by type and value;
4. the exchange rate used by the Bank in respect of the payment transaction and the value of the payment transaction after the currency exchange;

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

Art. 72. After having executed an individual payment transaction under the agreement, the Bank shall provide to the Customer, when the latter is the payee, in a timely manner on paper or any other durable medium (e-mail) the following information:

1. registration number and, where appropriate, information about the payer, as well as any other information accompanying the payment transaction;
2. value of the payment transaction expressed in the currency in which the Customer's payment account has been credited;
3. data about the size of all fees and commissions due by the Customer in connection with the payment transaction, presented by type and value;
4. the exchange rate used by the Bank in the payment transaction and the value of the payment transaction prior to the currency exchange;
5. value date of the Customer's account crediting.

Art. 73.

(1) The information on all payment transactions executed during the current month and in the previous calendar month shall be provided to the Customer at any time upon request at the Bank's offices;

(2) Except as stated in the preceding paragraph, the information about all payment transactions performed during the previous calendar month shall be provided or made available to the Customer in one of the following methods chosen by the Customer, namely:

by the 10th of the current calendar month - by mail sent to the address specified by the Customer in the agreement;

by the 10th of the current calendar month - by e-mail, to the e-mail address specified by the Customer in the agreement;

(3) Irrespective of the notification method chosen, and in the event that the Customer has not received the notification, the Bank shall provide and make available to the Customer information on all payment transactions executed during the previous calendar month at the bank offices by the 20th of the following month.

(4) The users of the Internet/Mobile Banking service shall have access to the information on all payment transactions executed on their payment accounts without restriction.

XII. Access to a payment account for payment initiation services

Art. 74.

(1) Upon the conditions agreed between the Bank and the Customer and in the event that the payment account is available online, the Customer shall be entitled to use the services under Art. 4 (7) of the PSPSA of the payment initiation service provider.

(2) Where the payer has given consent to execute a payment through a payment initiation service provider, the Bank shall, subject to its obligations under para. 3, entitle the payer to use the payment initiation service.

(3) The Bank shall be required:

1. to ensure a secure connection with payment service providers in compliance with the requirements set out in a delegated deed adopted by the European Commission pursuant to Art. 98 (4) of Directive (EU) 2015/2366;

2. immediately upon the receipt of the payment order from the payment initiation service provider, to provide or make available all the information regarding the initiation of the payment transaction, as well as any other information available in connection with the execution of the payment transaction with the payment initiation service provider;

3. to apply uniform terms to payment orders transmitted via a payment initiation service provider and payment orders transmitted directly by the payer in terms of deadlines, priority or fees, unless there are objective reasons for applying different conditions.

(4) Should the Bank refuse access to the Customer's account to an account information service provider or to a payment initiation service provider on objective and substantiated reasons related to unauthorized access or access to the payment account with the purpose of fraud by the account information service provider or the payment initiation service provider, including unauthorized initiation of a payment transaction or initiation of a fraudulent payment transaction, the Bank shall notify the Customer of the refusal of access to the payment account and the reasons for this in the agreed form, if possible before the access is refused or at the latest immediately after such an act, unless the provision of such information is not allowed for security reasons or in compliance with regulatory requirements preventing the provision of information to the Customer.

(5) The Bank shall allow access to the payment account as soon as the reasons for the refusal of access under the previous para. 4 have been eliminated.

XIII. Access to information about a payment account and its use for account information provision services

Art. 75. (1) Upon the conditions agreed between the Bank and the Customer and in the event that the payment account is available online, the Customer shall be entitled to use the services under Art. 4 (7) of the PSPSA of the account information service provider.

(2) The Bank shall be required, in respect of the payment account:

1. to ensure a secure connection with the account information service providers in compliance with the requirements set out in a delegated deed adopted by the European Commission pursuant to Art. 98 (4) of Directive (EU) 2015/2366; and
2. to apply uniform terms to requests for data transmitted through an account information service provider and those transmitted directly to it, unless there are objective reasons for applying different conditions.

XIV. Liability

Art. 76. Where the Customer is a payer, in the event of an unauthorized payment transaction and in the absence of reasonable doubt about fraud, the Bank shall reimburse to the Customer the value of the unauthorized payment transaction within the statutory time limits and, where necessary, refund the Customer's payment account to the condition in which it was prior to the execution of the unauthorized payment transaction. The value date for crediting the Customer's payment account shall be not later than the date on which the account was debited with the amount of the unauthorized payment transaction.

Art. 77. (1) The previous Art. 76 shall not apply and the Customer shall bear the losses associated with any unauthorized payment transactions resulting from the use of a lost, stolen or misappropriated payment instrument up to the amount of the losses, but not more than BGN 100.

(2) The preceding paragraph shall not apply where:

1. the loss, theft or misappropriation of the payment instrument could not have been established by the Customer prior to the payment, unless the Customer acted fraudulently; or
2. the damage was caused by an act or omission of an employee of the Bank.

Art. 78. The Customer shall not suffer any losses unless it has acted fraudulently, when the Bank has not required a thorough identification of the Customer and/or the persons authorized by the Customer in the cases provided for by the law and according to the criteria and methods specified therein.

Art. 79. The Customer shall bear all losses associated with unauthorized payment transactions if they have been caused by the Customer by fraud or failure to comply with one or more of the Customer's obligations under Articles 132-138 of the General Terms and Conditions intentionally or through gross negligence. In such cases the Customer shall bear the damages regardless of their size.

Art. 80. The Customer shall not be liable for any material damage arising out of the use of a lost, stolen or misappropriated payment instrument after having duly notified the Bank thereof, except in the cases where the Customer has acted fraudulently.

Art. 81. The Customer shall not be liable for the property damage resulting from the use of a payment instrument if the Bank has failed to provide appropriate means of notification at any time about lost, stolen or misappropriated payment instruments, except in the cases where the Customer has acted fraudulently.

Art. 82. The Bank shall correct the payment transaction only if the Customer has notified it without undue delay after having become aware of an unauthorized or inaccurately executed payment operation giving rise to its entitlement, but not later than 13 months as from the date of debiting the relevant account.

Art. 83. It shall be considered that the Customer has become aware of the unauthorized or incorrectly executed payment transaction at the latest by receiving the information under Art. 72 or 73 of the General Terms and Conditions.

Art. 84. (1) When the Bank is liable to the Customer acting as the payer for an incorrectly executed payment transaction where the funds have been wrongly credited to another account or in the event of an unauthorized payment transaction, where the beneficiary's account has been credited with an amount different from that specified by the Customer in the payment order, or in which the payment transaction has been executed more than once, the Bank shall be entitled to request the payee's payment service provider to perform ex officio an adjusting transfer from the payee's account in which the funds have been wrongly received within 5 business days from the date on which the Bank has credited the amount of the incorrectly executed payment transaction on the Customer's account, but not later than one month after having been notified by the Customer or otherwise of the incorrectly executed payment transaction.

(2) The Bank shall promptly reimburse the Customer the amount of the outstanding or inaccurately executed payment transaction and, where applicable, refund the Customer's account to the condition in which it would have been without the execution of the incorrectly executed payment transaction.

Art. 85.

(1) The payment service provider of the payee of the incorrectly executed payment transaction shall make adjusting payment within five business days of the receipt of the request from the payee's account to the payer's account or, where applicable, to the account of the payment initiation service provider.

(2) In the event of a refusal by the payment service provider to make an adjusting translation ex officio, the Bank shall notify the Customer thereof. Where the payee's payment service provider has doubts as to the lawfulness of the request for the ex officio adjusting payment transfer, it may request a copy of the payment order, the reasons of the payment transaction and, in the case of direct debit, a copy of the direct debit authorization.

(3) If the payee's account does not have sufficient funds for the reimbursement of the amount to be adjusted on the last day of the term under para. 1, the payee's payment service provider shall make an ex officio adjusting payment equal to the account balance at that moment.

Art. 86.

(1) Where the Bank, as the payee's payment service provider, has failed to execute or has inaccurately executed a payment transaction, it shall immediately credit the Customer's account specified in the payment order with the amount of the outstanding or incorrectly executed payment transaction or in case of a duplicated execution of an authorized payment transaction it shall restore the Customer's account in the condition in which it would have been without the execution of the incorrectly executed payment transaction.

(2) Where the Bank, as the payee's payment service provider, has incorrectly executed a payment transaction by crediting a payment account with a unique identifier other than that specified in the payment order or have credited the payee's account with an amount other than the amount specified in the payment order, or has duplicated the execution of an authorized payment transaction, the Bank shall have the right to make an ex officio adjusting transfer from the Customer's account within 5 working days from the crediting date, or the refund under para. 1, respectively.

(3) If the Customer's account does not have sufficient funds for the reimbursement of the amount to be adjusted on the last day of the term under para. 2, the Bank shall make an ex officio adjusting payment equal to the account balance of the Customer's account at that moment.

Art. 87. In the cases where no ex officio adjusting transfer has been performed according to the procedure and within the deadlines set out above, the relations between the parties shall be settled according to the general procedure for such cases.

Art. 88. Where a payment order has been executed in accordance with the unique identifier specified therein, the order shall be deemed to have been accurately executed in respect of the payee indicated by the unique identifier.

Art. 89. The Bank shall not be liable for any failure or inaccurate execution of a payment transaction in the event of incorrectly specified unique identifier by the Customer.

Art. 90. In case of failure to execute a payment transaction due to the indication of an invalid unique identifier, the Bank shall reimburse the payer's payment account on the next business day.

Art. 91. In the cases under Art. 89 and 90 of the General Terms and Conditions, the Bank shall, within due diligence, make efforts to recover the amount of the payment transaction and shall be entitled to charge a reimbursement fee in accordance with its current Tariff. In the event that a refund cannot be made at the Customer's request, the Bank shall provide the Customer with all the information available that is required to refund the amount under the general procedure.

Art. 92. The Bank shall only be responsible for the execution of the payment transaction in accordance with the unique identifier provided by the Customer.

Art. 93. Where a payment order is submitted directly by the Customer as a payer, the Bank shall be liable to the Customer for the exact execution of the payment transaction unless it proves to the Customer or to the payee's payment service provider that the payee's payment service provider has received the amount under the payment operation within the terms of these General Terms and Conditions, in which case the payee's payment service provider shall be liable to the payee for the correct execution of the payment transaction.

Art. 94. Where the Bank is liable under Art. 93 of the General Terms and Conditions, it shall promptly reimburse the Customer the amount of the outstanding or inaccurately executed payment transaction and, where applicable, refund the Customer's account to the condition in which it would have been without the execution of the incorrectly executed payment transaction. The value date for crediting the Customer's payment account shall be not later than the date on which the account was debited with the amount of the payment transaction.

Art. 95. The Bank shall be liable to the Customer as a payee for the execution of the payment transaction in accordance with Art. 89 of the PSPSA and shall make available to the Customer the amount of the payment transaction immediately after the Bank's account has been credited with that amount.

Art. 96. Where a payment order is filed by or through the Customer as a payee, the Bank shall be liable to the Customer for the accurate transmission of the payment order to the payer's payment service provider in accordance with Article 87 (6) of the PSPSA. In this case, the Bank shall immediately transmit the respective payment order to the payer's payment service provider. In case of delayed transmission of the payment order, the value date of crediting the Customer's payment account with the amount of the transaction shall be not later than the date on which the account would have been credited if the transaction was executed without delay.

Art. 97. In the event of a failed or inaccurate operation and the need for making adjusting transfers, the Bank shall be entitled to debit ex officio the Customer's account with the corresponding amount.

Art. 98. In the event of a failed or inaccurate payment transaction ordered by the Customer as the payer or a payee, the Bank shall, upon request, take action within the due diligence to track the payment transaction and notify the Customer of the outcome.

Art. 99. The Bank shall be liable to the Customer for the refund of any fees paid by the Customer, as well as for the repayment of any interest accrued to the Customer as a result of the failed or inaccurate execution of the payment transaction at the fault of the Bank.

Art. 100. The Customer, as a payer, shall be entitled to request the Bank to reimburse the entire amount of a payment transaction already executed and authorized, provided that it has been ordered by or through the payee and the following conditions have been met:

1. at the time of the authorization for execution of the payment transaction, its exact value was not indicated, and
2. the value of the payment transaction exceeds the value expected by the Customer in view of its previous costs for such operations and other circumstances specific to the case, and the Customer cannot rely on any reasons related to currency exchange if the reference exchange rate agreed with the Bank has been applied.

Art. 101. The request for reimbursement under Art. 100 shall be made by the Customer within 56 days from the date on which the account was debited. Upon request of the Bank, the Customer shall provide evidence of the existence of the conditions under Art. 100 of the General Terms and Conditions.

Art. 102. Within 10 business days of the receipt of the request, the Bank shall reimburse the Customer for the full amount of the payment transaction or refuse to recover it, stating the reasons for the refusal and the authorities to which the Customer may make an appeal if it does not accept the reasons for the refusal set out.

Art. 103. The Customer shall not be entitled to a refund if it has given its consent to the execution of the payment transaction directly to the Bank and the Bank or the payee has provided or made available to the Customer the information about the forthcoming payment transaction in the agreed manner at least 28 days before the date of the payment operation execution.

Art. 104. The liability provided for above shall not be borne in the event of exceptional and unforeseeable circumstances beyond the control of the party referring to the existence of such circumstances, the consequences of which would inevitably occur despite the efforts made to prevent them, as well as in the cases where the Bank has acted in compliance with its statutory obligation under the Community law or the legislation of a Member State.

XV. Blocking a payment instrument

Art. 105. (1) The Bank shall be entitled to block the use of a payment instrument for objective reasons related to:

- the security of the payment instrument;
- suspicion of unauthorized use of a payment instrument;
- use of the payment instrument for fraudulent purposes;
- significantly increased risk that the Customer may be unable to meet its payment liability - for loan payment instruments.

(2) The Bank shall inform the Customer of the blocking of the payment instrument and of the reasons for the blocking before the blocking, or at the latest immediately afterwards, by phone and/or by SMS, e-mail, letter, unless such disclosure is not allowed for security reasons or to comply with regulatory requirements that prevent the provision of information to the payer. The Bank shall unblock the payment instrument or replaces it with a new payment instrument after the reasons for blocking have been eliminated.

Art. 106. When the Customer and the Bank has expressly agreed that the Customer shall be entitled to use a certain payment instrument (e.g. bank card or Internet/mobile banking) in connection with a certain payment account, the Customer shall have the following obligations:

1. to use the payment instrument in accordance with the conditions for its issuance and use specified below in section "Additional Terms and Conditions relating to a Bank Card issued on a Current Account" and "Additional Terms and Conditions relating to the Use of Internet Banking service";
2. to notify the Bank of the loss, theft, misappropriation or unauthorized use of the payment instrument as soon as it becomes aware of it;

3. after receiving the payment instrument, to take all reasonable steps to keep its personalized security tools, including not recording any information about these security tools on the payment instrument and not storing such information with the payment instrument.

XVI. Payment transaction limits

Art. 107. The Bank and the Customer may agree on payment limits for transactions by payment instruments.

XVII. Duration of the agreement

Art. 108. The framework agreement for payment services are open-ended, unless the parties have indicated a specific duration of the agreement.

XVIII. Amendment and termination of the framework agreement

Art. 109. All anticipated changes to the framework agreement relating to changes in the prior information shall be provided by the Bank to the Customer in advance on paper or any other durable medium (including by e-mail) or announced on the Bank's website and its Customer Service Offices, not later than two months before the date on which the changes are proposed to become effective.

Art. 110. By the notification, the Bank shall inform the Customer that it believes the latter has accepted the changes to the terms of the framework agreement unless it notifies the Bank that it does not accept these changes prior to the date on which the changes take effect. In such cases, the Bank shall notify the Customer that the latter has the right to terminate the Framework Agreement without delay before the date on which the changes are proposed to take effect without being responsible for any costs and penalties.

Art. 111. The changes in interest rates and exchange rates applicable under the agreement, when they are conditioned by changes in the applicable reference interest rate or reference exchange rate, shall apply immediately and without prior notice. In such cases, the Bank shall notify the Customer of the changes at the earliest opportunity, by presenting them on paper or another durable medium (by e-mail) or through announcements on the Bank's website and at the Customer Service Offices.

Art. 112. When the changes in interest rates or exchange rates are more favourable to the Customer, they shall apply without prior notice.

Art. 113. The scope of the payment services provided may be extended by mutual agreement between the Bank and the Customer and the term under Art. 109 of the General Terms and Conditions shall not apply.

Art. 114. The Customer may terminate the agreement at any time without notice to the Bank, unless otherwise agreed.

Art. 115. Upon the termination of a framework agreement that has been in effect for less than 6 months, the Customer shall have to pay the Bank fees or penalties specified in the Bank's Tariff. Upon the termination of a framework agreement that has been in effect for more than 6 months, the Customer shall not have to pay the Bank any fees or penalties on the termination.

Art. 116. (1) The Bank shall be entitled to terminate an open-end framework agreement with notice of at least two months. The notice shall be provided to the Customer on paper or other durable medium (by e-mail).

(2) The unilateral termination by the Bank of a framework contract for a payment account for basic operations shall be allowed only under the conditions of Art. 121 (1) of the PSPSA.

Art. 117. Upon the termination of the agreement, the Customer shall pay the fees for payment services charged periodically under the agreement in proportion to the expired term of the agreement. If such fees are paid in advance, they shall be reimbursed in proportion to the termination.

Art. 118. If a party to a framework agreement fails to perform any of its obligations, the other party shall be entitled to terminate it without notice. The defaulting party shall be liable for the damages it has caused to the non-defaulting party.

Art. 119. (1) In the event of default by the Customer, the Bank shall be entitled to terminate the provision of services under the agreement until the implementation of the respective obligations.

(2) In case the Customer fails to comply with its obligation to pay the fees and commissions due to the Bank for six consecutive months, this agreement shall be deemed terminated, for which the Customer is informed upon signing these General Terms and Conditions.

Art. 120. Upon the receipt of a notice of termination of the framework agreement by the Bank, the Customer is required to pay all its monetary liabilities to the Bank with respect to the legal relations under the framework agreement. The termination of the agreement shall not release the Customer from his obligation to pay all its monetary obligations to the Bank.

Art. 121. Upon the termination of the framework agreement, the payment account opened based on the agreement shall be closed, as well as the related payment services and payment instruments and the Bank shall refund to the account holder the funds remaining in the account, if any, and return the payment documents received under the account without performing them.

XIX. Communication between the parties

Art. 122. The communication between the Customer and the Bank shall be carried out through Internet banking, by regular mail or e-mail, at the addresses specified in the agreement, and in extraordinary cases, by telephone, fax or SMS, in accordance with the specific request of the Customer. Some forms of communication are not fully protected, therefore the Customer should take adequate safeguards against unauthorized access, reading, or other use of the Customer information by third party. The Bank shall not be liable for any damage caused by third party interference in the communication between the Bank and the Customer. The Customer shall be liable in the event of failure to notify the Bank in due time of any change of the address/notification method and accordingly the communication sent to the address specified to the Bank or in the respective method shall be deemed to have been duly served.

Art. 123. The power of attorney of a person authorized to receive statements and other documents related to the account should be certified by a notary or signed by the account holder in the presence of a responsible Bank's employee. The notarized power of attorney shall be submitted to the Bank in original, and another original copy or a copy certified by the authorized person, shall remain with the Bank. The Bank shall not be liable for the execution of orders of the proxy whose powers have been revoked or withdrawn if it has not been notified in writing.

Art. 124. The Customer shall be responsible for the fact whether the Bank has its current contact details, as well as for the up-to-date information about the persons authorized to operate the Customer's account and the method of performing banking operations. The Customer shall immediately notify the Bank in writing of any change to its articles of association and the persons entitled to dispose of the funds on the account, including proxy holders, as well as to provide the necessary documents for that purpose. The changes shall have effect vis-a-vis the Bank only as soon as it has been notified in writing of their occurrence.

Art. 125. In case of necessity to send information from the Bank to the Customer, it shall be sent to the Customer's contact details last known to the Bank. In the event that the Customer has not notified the Bank in due time of any changes in the above mentioned circumstances, the information intended for the Customer may be compromised and it may be of significant importance (including any changes to the Agreement between the Bank and Customer) and may not be received by the Customer.

Art. 126. The Customer may also communicate with the Bank through the Internet/Mobile Banking/Banking Service where the Customer has access via a computer or other portable device with the necessary functionality to online banking services.

Art. 127. The Bank shall be entitled to record any telephone conversations or other communications with the Customer, both with a view to verifying the Customer's orders and their authenticity, and to check the compliance with the Bank's internal standards when performing banking services.

XX. Additional terms and conditions relating to a bank card issued on a current account

Art. 128.

(1) These additional terms and conditions shall govern the rights and obligations of the Bank and Customer acting as the cardholder (hereinafter referred to as the Cardholder or Account Holder, depending on the aspect) in connection with a bank card issued to the Customer's current payment account with the Bank, as well as the rights and obligations of the Customer acting as the holder of the current account (hereinafter referred to as the Account Holder) on which a card has been issued to a Third Party Cardholder (hereinafter referred to as the Cardholder).

(2) The Customer acting as a user shall be entitled to require to have two or more different payment brands of payment instruments offered by the Bank. The Customer shall confirm that, duly before signing the agreement, the Bank has provided clear and objective information about all available payment brands and their features, including their functionality, cost, and security.

(3) The Bank does not include automatic mechanisms that restrict the choice of a payment brand or an application for payment by the Customer when using a payment instrument involving the use of payment brands.

Art. 129. The cards can be issued and authorized based on the account balance, agreed overdraft or a credit limit authorized by the Bank.

Art. 130. The cards issued by the Bank remain its property and are provided for use by the Cardholders. Upon the expiration of the validity of the card, respectively upon the termination of the legal relations, the Cardholder shall immediately return the card to the Bank. The Account Holder of a current account with a card issued to a Third Party Cardholder shall be jointly responsible with the Cardholder for all liabilities arising out of or in connection with the use of the card and the liabilities of the Cardholder shall be considered, by their nature, liabilities of the Account Holder.

Art. 131. For the purposes of this Section, wherever the General Terms and Conditions state that the Customer's account is debited, it shall mean that the Customer's card shall also be debited respectively.

Art. 132. The cards are intended for use in the country or in the country and abroad for the following operations:

- (a) cash withdrawal via ATM and POS terminals.
- (b) payment of goods and services via POS devices, including virtual ones;
- (c) transfer between payment accounts via ATMs;
- (d) payment of services through ATMs;
- (e) reference and other payment and non-payment transactions, including PIN code change via ATM.

Art. 133. When using the card on an ATM, it should be placed in the intended opening in a way that allows the information recorded on the card to be read by the device, or approached to the ATM contactless reader. The desired operation is selected. When withdrawing cash, the desired amount is also selected. The PIN code is entered on the keyboard. Upon the completion of the transaction, the Cardholder should collect the card, the banknotes and the printed receipt.

Art. 134. When using the card on POS devices, as well as on the Internet, by phone or other virtual devices, the following conditions and identification methods shall be applied accordingly:

(1) When using the card for non-cash payment or for withdrawing cash on a POS terminal located at a merchant in cases other than those referred to in Art. 133, the Cardholder shall make sure that the transaction amount is correct and then enter the PIN, where applicable, and/or sign the transaction document provided by the merchant, when required. The signature on the transaction document must match the one on the card. The Cardholder shall keep the receipt received for reference. By using the card of a POS terminal by inserting/sliding/touching/approaching into/through the device, by entering the PIN code of the card and by signing the transaction document, respectively, the Cardholder confirms the amount of the transaction and orders the Bank to debit the card account with the amount of the transaction and to transfer it to the payee's account. The merchant requires the so-called "authorization" of the transaction where

funds of the available account balance and/or the credit limit of the Cardholder are blocked. The merchant shall be entitled to ask the Cardholder to certify his/her identity.

(2) When paying for goods and services ordered by phone, Internet, etc. the Cardholder usually executes the transaction by announcing / entering his / her name, Card number and its validity period, including code CVC2 / CVV2 - the last three digits of the number written in the signature field on the back of the Card. In order to perform transactions via the Internet, in order to increase security, the Bank, depending on the type of card product, may provide each of its cardholders with the opportunity to register their Card in the cardholder identification programs - Visa Secure and MasterCard ID Check, through the service "Secure payments on the Internet". When making transactions via the Internet, through the service "Secure payments on the Internet", in addition to the above individualizing details, the Cardholder must enter a one-time (dynamic) secret password sent to his mobile number registered with the Bank plus a static password or to verify the payment by using biometric authentication, depending on the used level of security of the vendor. By providing the necessary data the Cardholder identifies himself, confirms the amount of the payment and orders the Bank to debit the card account with the amount of the payment and to transfer it to the account of the payee. The Bank shall not be liable for losses for the Cardholder caused by illegal use of his card for transactions with Internet vendors due to somehow disclosing to others the secret password information of a one-time (dynamic) and / or static secret password and / or answering a reminder question and/ or password to access biometric authentication, if before being notified by the Cardholder, the Bank has diligently performed the operations ordered with the card and the personal one-time (dynamic) and / or static secret password or biometric authentication. The damages from transactions under the previous sentence are at the expense of the Cardholder. The Bank shall not be liable for losses incurred by the Client caused by illegal transactions made via the Internet with a card that is not registered for the "Secure Payments on the Internet" service, in the cases when the Bank has provided this opportunity for the respective card product.

In case of successive and repeated incorrect entry of either of the two passwords (static and / or dynamic), the bank card is blocked for the service "Secure payments on the Internet". The cardholder will not be able to pay online, at merchants using the appropriate level of security. The Cardholder should contact the Bank concerning the unblocking of the Secure Internet Payments service.

(3) When using a card bearing the MasterCard PayPass logo or the Visa payWave logo, respectively, for payment at a terminal at a merchant marked with the PayPass or PayWave sign, respectively, the transaction can also be made in a contactless manner where the card should only touch/approach the POS device without having to be inserted/slid into/through it. Depending on the amount of the contactless payment, it may be necessary for the Cardholder to enter a PIN code or affix his/her signature. By signing a contract with the Bank, the Cardholder confirms (declares) that he/she is familiar with and agrees with the payment method and the methods of ordering and executing the transactions with a card bearing the MasterCard PayPass logo or Visa payWave logo, respectively, agrees that any contactless payment shall be considered by the Bank as authorized by the Cardholder and shall be executed by debiting the card account with the amount of the payment and the amount shall be transferred to the account of the payee.

(4) Payment transactions with cards, executed on the initiative of or through the payee, which may include, but not limited to: utility payments, including but not limited to: electricity, telephone, heating, etc.; periodic payments, including but not limited to: insurance premiums, rents, subscription fees, etc.; car / bicycle rental fees, music / movie download costs, etc. The cardholder agrees that his/her account may be debited with the amounts of transactions ordered by or through the payee if the payee provides the following data: communicating/entering his/her name, card number and expiration date, including the CVC2/CVV2 code which is the last three digits of the number printed in the signature field on the back of the card. In order to increase the security, the Bank may, depending on the type of card product, provide each of its cardholders with the option to register their card in the Visa Secure and MasterCard ID Check cardholder identification programs using the Secure Payments on the Internet service. Subject to the general requirements for

identity verification, the Bank shall not apply strong customer authentication when initiating all subsequent payment transactions included in a series of except payment transactions of the same amount and with the same payee, except when the payer creates, modifies or initiates for the first time a series of repetitive transactions.

(5) When making payments on the Internet to vendors from the European Economic Area (EEA) it is possible for an in-depth identification of the Cardholder not to be applied [by entering a static plus dynamic (one-time) password at the same time] or biometric authentication in the following case:

- The operation does not exceed EUR 30 (or the corresponding local currency equivalent) and the cumulative value of previous operations without applying in-depth identification does not exceed EUR 100 (or the corresponding local currency equivalent) or the number of previous operations without applying in-depth identification of the identity does not exceed five consecutive operations.

Art. 135. A card is issued according to a submitted card application and a relevant framework agreement or an annex thereto within 10 days of the conclusion of the agreement/annex. The Cardholder shall immediately notify the Bank in writing of any change in the data provided upon signing the agreement/annex, and of the inability to comply with his/her obligations under the agreement/annex. At the explicit written request of the Account Holder, the Bank shall issue to a cardholder authorized by the Account Holder a card to dispose of the funds on the account.

Art. 136. The Bank shall provide the Cardholder with a personal card indicating his/her name and with a unique PIN code. In certain cases (e.g. card operations though ATM or POS) the card can only be used with the PIN code assigned to it. The card and the PIN code shall be received by the Cardholder, who is required to affix his/her signature on the card in the presence of a Bank employee. The card may also be received by a proxy acting under a notarized explicit power of attorney presented to the Bank in original, whereby the original or a notarized copy thereof shall remain with the Bank. The Bank shall not be responsible for executing orders issued by the proxy or other actions performed through the card by a proxy whose powers have been revoked or withdrawn if the Bank has not been notified in advance of this fact in writing.

Art. 137. The Cardholder shall be bound to use the card only in person and not pass it on to other persons. The Cardholder undertakes to keep the card with due diligence, taking all necessary measures to prevent it from being stolen, lost, destructed, damaged, tampered with or otherwise misused. The card should be protected from the impact of unfavourable external factors such as: magnetic fields, wetting, scratching, folding, etc.

The Cardholder shall be required to keep secret the card number and not communicate it to third parties, except to the Bank's officers providing bank card servicing and in the event of payments to merchants. The Cardholder shall be required to keep secret the relevant PIN, the static and dynamic (one-time) secret password and/ or password to access biometric authentication for Internet payments, as well as all personalized security tools by taking all necessary measures against their disclosure, including when entering them during a transaction, and to prevent any access and use of his/her bank card by third parties. The Cardholder shall be responsible for all damages and shall fully bear all and any losses, regardless of their size, associated with any unauthorized payment transactions if he/she has caused them by fraud and/or failure to comply with one or more of his/her obligations associated with the issuance and/or use of the card in accordance with these General Terms and Conditions (including the safeguard of the personalized security means) and/or Art. 75 of the PSPSA, deliberately or through gross negligence.

Art. 138. The Cardholder may change his/her PIN at any time on any ATM. It is not recommended that the PIN code consist of easy-to- understand combinations of numbers - equal or consecutive digits, date of birth, etc.

Art. 139. In the case of transactions executed by entering a PIN code, the Bank shall consider as authorised the person identified by presenting the card and entering the PIN code valid for that card. When using the card without entering a PIN code, the Cardholder shall be required to check the receipt from the terminal and to sign it if required and the signature on the receipt should be the same as the signature on the back of the card. By using the card on a POS device by inserting/sliding/touching/approaching into/through the device, and in the cases where the terminal device requires it - by entering a PIN code and/or signing on the transaction document, as well as by providing a static and

dynamic (one-time) secret password, or by using biometric authentication and/or the CVC2/CVV2 code for the payment of goods or services ordered by Internet, telephone or other virtual devices, the Cardholder shall identify and certify the authenticity of the respective transaction, give his/her consent and instruct the Bank to execute the transaction, which unconditionally binds him/her with the consequences of the transaction, and the Bank shall not be responsible for damages or lost profits from its execution. For transactions performed on the Internet, telephone or other virtual devices, the entering of a static and dynamic (one-time) secret password or biometric authentication and/or the CVC2/CVV2 code shall have the legal force of a PIN entered. Each transaction confirmed by a static and dynamic (one-time) password or by biometric authentication and/or the CVC2/CVV2 code shall be deemed to have been made by the Cardholder, with his/her knowledge, involvement and/or consent.

Art. 140. The Cardholder shall be entitled to execute card transactions up to the amount of the credit limit, the agreed overdraft or the account balance above the minimum balance on the card current account, and shall be required not to exceed them, including the accrued interest, fees and commissions due.

Art. 141. The Bank shall determine for each Cardholder a credit limit up to the amount of which the Cardholder may carry out transactions with the card. The credit limit only applies when using the card. Where the amount of the credit limit used exceeds the amount specified by the Bank, the latter may immediately block the card.

Art. 142. By using the card, the Cardholder shall be entitled to execute transactions up to the amount of the available account balance or credit limit within defined transaction limits for the card defined for one transaction per day, for 7 consecutive days and for a maximum number of transactions for the period.

Art. 143. The usual time limit for the Bank to execute the Cardholder's instructions for orders related to transactions shall be 3 (three) minutes of the receipt of the order.

Art. 144. The Cardholder shall be required:

- 1/. To use the card in compliance with the agreement entered into with the Bank;
- 2/. To notify the Bank immediately after becoming aware of: suspicion or loss, theft, otherwise removal, destruction, forgery of the card, and misuse of the card or the PIN code, static and/or dynamic (one-time) secret password and/ or password to access biometric authentication and/or response to a security question and/or CVC2/CVV2 code by a third party without the consent of the Cardholder. In these cases, the Cardholder may also notify the National Operator for card payments BORICA- BANKSERVICE AD;
- 3/. Not to record the PIN code, static and dynamic (one-time) secret password and/or answer to a security question, and/ or password to access biometric authentication on the card, and not keep them with the card; The Cardholder is required to keep secret his/her PIN code, static and dynamic (one-time) secret password and/or answer to a security question and/ or password to access biometric authentication and/or the CVC2/CVV2 code and to take all necessary measures against their disclosure to third parties; to enter the PIN code on ATM or POS and/or the secret password and/or the answer to a security question and/ or password to access biometric authentication and/or the CVC2/CVV2 code in such a way as to ensure that they remain secret and not disclosed to unauthorized third parties.
- 4/. To use the Secure Payments on the Internet service when making transactions on the Internet, in cases where the Bank has provided this option for the relevant card product and whenever that option is offered by the merchant;
- 5/ Not to provide information about his/her personal static, dynamic (one-time) secret password and/or security question and/ or password to access biometric authentication, regardless of the source, the occasion and the manner in which the question is made, except in the case of making payments on the sites of merchants participating in Visa Secure and MasterCard ID Check program.

Art. 145. The notification under Art. 144 (2). to the National Operator - BORIKA may be made at any time of the day and is considered valid if the Cardholder has communicated the card number. The Cardholder shall notify the Bank within its working hours by fax or in writing at the bank office or at any time of the day on the phones specified by the Bank. In case of notification by phone, the Cardholder shall be required within 3 business days to submit to the Bank a written statement in hard copy. The notification is made in order to block the use of the card and minimize damage. The

Cardholder is required to fully cooperate in investigating the case and minimizing the damage. The costs of blocking a card that has been notified according to the above procedure shall be borne by the Account Holder and the Cardholder. A blocked card is activated upon a written request submitted in person by the Cardholder or the Account Holder.

Art. 146. In the event of detention of the card on an ATM, the Cardholder shall immediately notify the Bank. No suggestion for third party's assistance should be accepted. The Bank shall provide for the return of the card or the issuance of a new one.

Art. 147. The Cardholder or the Account Holder shall be entitled to request in writing from the Bank the issuance of a new card: in case of loss or theft of the card; in case of destruction or damage to the card. In case of a forgotten card PIN, the Cardholder or the Account Holder may request in writing the Bank to issue a new PIN code, if technically possible, or a new card.

Art. 148. The Bank shall provide the Cardholder with a statement of the transactions made with the card, which shall contain: data enabling the identification of the transaction; the amount of the transaction in the relevant currency, and its equivalent in another currency (the applicable exchange rate), if any; the amount of all fees and commissions applied to the individual types of transactions. The Bank shall be entitled to provide information by telephone about the amounts due in connection with the use of the card and the transactions carried out by the person identified by providing the password indicated by the cardholder/account holder in the Application for Card Issuance.

Art. 149. /Effective as from 20 April 2020/

(1) In case of need for currency conversion when accounting for transactions, the Bank shall apply the following rules for currency conversion - for each operation with a bank card issued by TEXIM BANK AD, performed in the country or abroad, the amount of the transaction shall be converted from the currency of the transaction into the currency of the settlement account of the Bank (in EUR - for transactions abroad and in BGN - for transactions in Bulgaria) at a rate determined for the respective day by the International Card Organization (Mastercard or VISA) whose logo the card bears or at a rate determined by the BNB. Apart from the above, the Bank shall convert the amount by which its settlement account is debited/credited into the currency of the Customer's account as of the accounting date as follows:

1. For transactions with debit and credit cards of the type "Payment of goods and services via POS devices, including virtual ones", "Payment of services via ATMs", "Transfer between payment accounts via ATMs":

(a) For accounts in BGN or EUR – at a rate for card transactions, which is formed by:

- from EUR to BGN, the value of the sell-rate of the Bank for non-cash transactions, increased by 0.50%;
- from BGN to EUR, the value of the buy-rate of the Bank for non-cash transactions, reduced by 0.50%;

(b) For accounts in US dollars, it is formed by:

- from EUR to BGN, the value of the sell-rate of the Bank for non-cash transactions, increased by 0.50% and from BGN to USD at the buy-rate of the Bank for non-cash transactions.
- from BGN to USD, the value of the buy-rate of the Bank for non-cash transactions, reduced by 0.50%.

2. For transactions with debit and credit cards of the type "Cash withdrawal via ATM and POS terminals":

(a) For accounts in BGN or EUR – at a rate for card transactions, which is formed by:

- from EUR to BGN, the value of the sell-rate of the Bank for non-cash transactions, increased by 1.00%;
- from BGN to EUR, the value of the buy-rate of the Bank for non-cash transactions, reduced by 1.00%;

(b) For accounts in US dollars, it is formed by:

- from EUR to BGN, the value of the sell-rate of the Bank for non-cash transactions, increased by 1.00% and from BGN to USD at the buy-rate of the Bank for non-cash transactions.
- from BGN to USD, the value of the buy-rate of the Bank for non-cash transactions, reduced by 1.00%.

(2) TEXIM BANK AD announces daily on its official website - www.teximbank.bg the exchange rates of: the international card organizations (Mastercard and VISA), TEXIM BANK AD, the European Central Bank (ECB), the exchange rates applied by TEXIM BANK AD for currency conversion, as well as their value in percentage margin compared to the last available reference EUR exchange rate, published by the ECB.

Art. 150. In any case the Account Holder and/or the Cardholder shall be required to provide sufficient funds in the account to repay all the transactions delayed due to the specifics of the transactions and any other liabilities. The amount of the Cardholder's liabilities is established according to the accounting entries in the Bank's accounts.

Art. 151. In the event that the Cardholder or the Account Holder fails to comply with any of his/her obligations under the agreement, including the present General Terms and Conditions, or the agreement is terminated, the Bank shall be entitled to: block/deactivate the card; collect ex officio, without legal action, the debt from all accounts opened by the Account Holder with the Bank, for which the Account Holder expressly agrees by signing the agreement; in the event that the Bank proceeds to collect the debt under this paragraph from the Account Holder's bank accounts opened in another currency, the Bank's exchange rate for the respective currency shall be applied on the day of the transaction; the Bank shall also be entitled to block the card upon the withdrawal of the authorization of the Cardholder by the Account Holder.

Art. 152. The Bank shall be entitled to request documents concerning the financial and property status of the Account Holder and the Cardholder up to the final repayment and the termination of the legal relationship.

Art. 153. The Bank undertakes:

- 1/. To maintain, within 5 years, recorded information that allows traceability of transactions;
- 2/. To create the necessary conditions for making and receiving the notifications under Art. 144 (2) at any time;
- 3/. To prevent the card from being used after receiving the notification under Art. 144 (2) within the agreed time limit and to take all possible actions to prevent further use of the card. The Cardholder and/or the Account Holder may not make any objections based on his/her relations with third parties.

Art. 154. The Bank shall not be responsible for refusing to execute a transaction ordered with the card if there is insufficient availability or free credit limit on the current account.

Art. 155. The Bank shall not be responsible for the transactions carried out by the Cardholder using the card.

Art. 156. The Bank shall not be held liable in case of refusal of third parties to accept transactions with the card or if a payment transaction initiated by the Cardholder is not possible to be executed using the card for reasons beyond the control of the Bank.

Art. 157. Except in the case of a proven defect when issuing the card, the Bank shall not be responsible for cases where the card cannot be used due to: mechanical damage; blocked card; technical issues; false notification of destruction, loss or misappropriation of the card.

Art. 158. The Bank shall not be liable for damages caused as a result of deactivation of the card in accordance with the agreement and these General Terms and Conditions.

Art. 159. The Bank shall not be responsible for the refusal to authorize any card payments if the notification of destruction, loss, theft, tampering or other unauthorized use of the card is untrue.

Art. 160. Using a card: with expired validity term that should be returned to the Bank, blocked or forged card is forbidden and is a reason for seeking legal responsibility.

Art. 161. By signing of the contract, the Account Holder gives the Bank the right to communicate to the National Operator - BORICA- BANKSERVICE AD and to the relevant international card organization information on the status of the account and the card.

Art. 162. The termination of the relations between the Bank and the Cardholder in relation to an issued bank card shall not result in the ex-officio termination of the relationship under the Bank Account Framework Agreement.

XXI. Additional terms and conditions relating to the use of Internet / Mobile Banking service

Art. 163. Upon signing an Internet / Mobile Banking Agreement, the Bank shall provide payment orders by Internet / Mobile Banking transfer without interruption and non-stop.

Art. 164. The Bank shall be entitled to set minimum technical requirements for the Customer's Equipment for Internet / Mobile Banking.

Art. 165. The Customer shall be required when making translations abroad via the Internet / Mobile Banking Service, to provide immediately in the office/branch of the Bank where his/her account is serviced, documents in original or certified copies, demonstrating the reason for the translation, etc., according to the requirements of the Currency Law and other legislative acts of the Republic of Bulgaria and the EU.

Art. 166. The Customer shall be responsible for any adverse consequences from erroneous or inaccurately entered and verified by him/her electronic documents and bank operations performed. The Bank shall not be responsible for any errors in the data entered in the orders received electronically.

Art. 167. The Bank shall make reasonable efforts to ensure the security and prevention of unauthorized access to the electronic services it provides as well as the software and hardware provided by the Bank to the Customer.

Art. 168. Under extraordinary circumstances, the Bank may terminate at any time the provision of a particular electronic service for which it shall notify the Customer as soon as possible.

Art. 169. The customer shall be bound:

- to make sure that the computer, modem and any other device used is safe, sufficient and compatible with the standards and requirements set by the Bank;
- to carry out regular checks on the presence of viruses and take appropriate action to ensure the protection against them;
- to take preventive measures to deal with unforeseen failures in the system;
- to follow the procedures and instructions in the User Guides provided by the Bank in connection with a particular service, including to use the authenticity devices provided by the Bank; and
- to notify the Bank as soon as possible in the event of a failure, delay, misconduct, virus or error in sending or receiving orders or suspected fraud, and to provide the necessary harm-reduction assistance as instructed by the Bank.

Art. 170. In the event that the Customer uses certain services under this agreement outside the Republic of Bulgaria, he/she should take the appropriate risk if he/she violates the law in the other country. The software, security devices, or payment instrument used with the service may be copyrighted and contain security features such as cryptographic software that may be subject to import and export requirements and the use of which may be prohibited by the law abroad.

Art. 171. Unless the Bank has notified the Customer otherwise, any software, hardware, and device that the Bank provides in connection with an electronic product / service is licensed to the Customer. The copyright and the other rights therein and in the user manual and the other information provided by the Bank shall remain the property of the Bank or the person who has granted the respective license. The Customer should use them exclusively in connection with this agreement in a manner described in the User Guide or in the other information provided by the Bank. The Customer does not acquire any intellectual property rights thereon.

Art. 172. The Customer is required to keep secret any confidential information including, but not limited to, the Bank's internal policies and procedures and other non-publicly available information which the Customer may have become aware of in the course of the operation of the services provided by the Bank. The Customer undertakes not to attempt or to allow third parties:

- (1) to modify (including by modifying, decompiling or reversing), copy, use or distribute any software or other items provided by the Bank; or
- (2) to retrieve 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.

Art. 173. The Customer undertakes to indemnify the Bank for any costs, losses, damages or liability incurred by:

- (a) any breach of an intellectual property right of a third party by the Customer; or (b) any modification of software by the Customer,

unless the software licensor or the Bank has given their prior written consent to do so.

Art. 174. The archives that the Bank maintains for all electronic messages, orders, payments or other transactions shall be considered the final proof of such messages, orders, payments and transactions and the time they have been delivered or executed.

Art. 175. The Customer shall be responsible if he/she gives incorrect instructions when using Internet Banking or makes a payment more than once due to a mistake.

XXII. Fees, commissions and interest on accounts

Art. 176. When providing payment services, the Bank shall charge, respectively apply fees, commissions and interest rates according to its Tariff of Fees, Interests and Commissions.

Art. 177. When the Customer appears to be the payee, the Bank shall be entitled to withhold its fees from the amount transferred before crediting the Customer's account. In the information provided to the Customer, the value of the payment transaction is indicated separately from the amount of the fees that will be deducted from it.

Art. 178. The fees and commissions for transfers from/to a bank account shall be charged and collected ex-officio by the Bank on the day of the transfer.

Art. 179. The bank account management and maintenance fees shall be charged and collected by the Bank ex officio on a monthly basis. The fee is deducted in advance on the last business day of the month preceding the month for which the relevant fee is due. In the event that the Customer's account does not have sufficient funds to repay the Bank's receivables, the portion of the Customer's shortage shall be formed by the Bank as an "unauthorized overdraft".

Art. 180. For providing information other than in the cases explicitly provided for in the General Terms and Conditions, the Bank shall collect a fee from the Customer's account ex officio, in accordance with the Tariff. When the account for which the information is made is closed, the Customer shall pay the amount due at the offices of the Bank or make a non-cash transfer to the Bank's account.

Art. 181. The Customer shall be required to pay to the Bank all fees and commissions due under the agreement and, pursuant to Art. 21 of Ordinance 3 of the BNB, authorizes the Bank to collect them ex officio from all Customer's accounts with the Bank.

Art. 182. The interest rate, when applicable, shall be calculated at the amount specified in the Tariff on the account balance of the Customer for each day.

XXIII. Exchange rates

Art. 183. When performing payment services in a currency other than BGN, the Bank shall apply the current arbitrage exchange rate (declared in its bank offices) at the time of the execution of the payment service, unless otherwise agreed.

XXIV. Right to set off

Art. 184. In the event that the Bank owes any money to the Customer on a current, savings or other account regulated under this or any other agreement entered into by and between the Bank and the Customer and the Customer has failed to pay any amount due to the Bank under an authorized or unauthorized overdraft, credit card and any credit agreement between the Bank and the Customer, the Bank shall be entitled to use the money it owes to the Customer for the respective repayment of the Customer's debt to the Bank. The Bank may use this offsetting right without prior notice to the Customer.

XXV. General provisions

Art. 185. The law applicable to the contractual relations between the Bank and the Customer shall be the Bulgarian law.

Art. 186. The framework agreement shall be concluded and, respectively, the communication between the parties during the period of the agreement shall be in the Bulgarian language, unless otherwise agreed.

Art. 187. By signing these General Terms and Conditions, the Customer declares that he/she is aware of the contents of the Information on Personal Data Collected and Processed by TEXIM BANK AD in Relation to the Services Provided by the Bank.

Art. 188. The information referred to in Art. 187 shall also apply to managers, representatives and beneficial owners of legal entities.

Art. 189. During the period of the framework agreement, the Customer shall be entitled upon request to receive the terms of the framework agreement as well as the preliminary information under Art. 60 of the PSPSA on paper or other durable medium (e-mail).

Art. 190. The Customer shall be entitled to file a complaint with the Bank in connection with the provision of payment services under the agreement. The Bank shall be required to consider and notify the Customer in writing about its decision on the submitted complaint within 15 business days of the receipt of the complaint. Exceptionally, where the Bank is unable to make a decision within the specified period for reasons beyond its control, the Bank shall notify the Customer of the reasons for the delay and the time period within which it will make a decision. In any event, the time limit for obtaining a decision may not exceed 35 business days from the receipt of the complaint. If the Bank fails to make a decision within the terms under the preceding paragraph and where the decision does not satisfy the Customer, the dispute may be referred for consideration and settlement under the provisions of the PSPSAD to the Conciliation Committee for Payment Disputes at the Consumer Protection Commission at: 4A, Slaveykov Square, floor 3, 1000 Sofia, phone +359 2 9330577, fax +359 2 9884218, e-mail: adr.payment@kzp.bg, website: www.kzp.bg and <http://abanksb.bg/pkps>, or to the competent Bulgarian court.

Art. 191. The deposits in BGN and foreign currency are guaranteed by the Bank Deposit Guarantee System effective in the Republic of Bulgaria through the existing Bulgarian Deposit Insurance Fund, which guarantees the full payment of one person's deposits in one bank irrespective of their number and size up to BGN 196,000. The latter shall not apply to persons who have acquired rights to a deposit as a result of disposals of the deposit following the decision of the Bulgarian National Bank (BNB) to withdraw the banking license of the commercial bank and the duration of the following supervisory measures undertaken by the BNB: upon suspension for a definite period of time, in whole or in part, of the execution of all or some of the Bank's liabilities or limit its operations in whole or in part.

The Fund shall pay the guaranteed amounts of the deposits through commercial banks designated by the Management Board. The Fund provides access to the bank's depositors to the sums to be paid under the guaranteed deposits not later than 7 business days as from the date of the issuance of the deed referred to in Article 20(1) of the Bank Deposit Guarantee Act (BDGA). The time limit for the payment may be extended under the conditions and with the terms under Art. 20 (6) of the BDGA. The guaranteed amounts of the deposits with the Bank shall not be paid to: 1. other banks when the deposits have been made on their behalf and on their account; 2. financial institutions under Art. 3 of the Credit Institutions Act; 3. insurers and reinsurers under Art. 12 of the Insurance Code; 4. pension and social insurance companies and funds for compulsory and voluntary pension insurance; 5. investment firms; 6. collective investment schemes, national investment funds, alternative investment funds and special purpose vehicles; 7. budget organizations under §1 (5) of the Supplementary Provisions of the Public Finance Act; 8. Investor Compensation Fund, Bulgarian Deposit Insurance Fund and the Guarantee Fund under Art. 518 of the Insurance Code.

No guarantee shall be provided on deposits in connection with transactions or operations that are considered to be money laundering activities within the meaning of Art. 2 of the Measures Against Money Laundering Act or financing of terrorism within the meaning of the Measures Against Financing of Terrorism Act established by final court judgement.

No guarantee shall be provided on deposits the holder of which has not been identified pursuant to Art. 3 of the Measures Against Money Laundering Act as at the date of issuance of a deed under Art. 20 (1) of the BDGA.

No amounts shall be paid on accounts for which there were no operations executed on payment orders of the depositor in the last 24 months before the date of the issuance of a deed under Art. 20 (1) of the BDGA and the account balance of each of them is less than BGN 20.

Art. 192. An integral part of these General Terms and Conditions shall be the Tariff of Interests, Fees and Commissions of the Bank, hereinafter referred to as the "Tariff".

Art. 193. These General Terms and Conditions, as well as all their revisions, shall be published on the website of TEXIM BANK AD: www.teximbank.bg.

XXVI. For the purposes of these General Terms and Conditions:

1. "Value date" means a reference date used by a payment service provider to calculate interest on the funds with which the payment account is debited or credited. Where no interest rate has been agreed upon, the value date is the date on which the payment service provider is required to debit or credit the payment account.

2. "Date of execution" means:

- (a) for credit transfer orders, the date on which the Bank debits the Customer's account for the execution of the transfer order, provided the necessary funds for the transfer and the bank charges payable are available thereon;
- (b) for direct debit transfer orders in BGN, the date on which the Bank transmits the message to the payer's bank, provided that the Customer has provided funds for the payment of the bank charges due;

When the Customer has not specified "execution date," it is assumed that the execution date is the date of the receipt of the document. If the funds required for the transfer and the fees are not available on the execution date, the Bank shall refuse to execute the order and shall not execute it on another date.

The execution date may not precede the date of the receipt of the execution order.

For currency transfers, the value date of the transfer may not precede the execution date.

3. "Direct debit" means a national or cross-border payment service for debiting a payer's payment account when the payment transaction is initiated by the payee on the basis of the consent given by the payer to the payee, to the payee's payment service provider or to the payer's payment service provider.

4. "Durable carrier" means any instrument that enables a payment service user to store information addressed to them in a way accessible for subsequent reference for a period of time sufficient for the purposes for which the information is provided and which

allows the unchanged reproduction of the stored information. Durable carriers may be the printouts of devices to print account statements, diskettes, CD-ROMs, DVDs, computer hard disks where electronic messages can be stored, and Internet pages that are available for follow-up references for a period of time sufficient for information purposes and allowing unchanged reproduction of the stored information.

5. "Payment order" in a payment system is any instruction by a participant in the system to make available to the payee an amount of money by debiting accounts with a bank, central bank or settlement agent, or any other order leading to the assumption or execution of a payment obligation according to the system rules.

6. "Invalid unique identifier" is an identifier that does not meet the standard requirements, if any.

7. "Unauthorized overdraft" means the unauthorized overdraft of payments over the outstanding balance of an account as a result of ex officio operations made by the bank.

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

9. "Custom security features" of a payment instrument are: card number, card expiration date, PIN code, CVC2/CVV2 code, username and password, secret static and dynamic (one-time) password, password to access

biometric authentication, answer to a security question, and other data, in accordance with the Bank's instructions and the applicable regulations.

10. "Answer to a security question" is a response to a question personally specified by the Cardholder when registering for the Secure Payments on the Internet service. If a question is asked, this answer allows the Cardholder to change his/her secret static password in cases where he/she has forgotten the password.

11. "Payment account" means an account held in the name of one or more payment service users used for the execution of payment transactions.

12. "Payment order" means any order issued by the payer or the payee to the payment service provider, which orders the execution of a payment transaction.

13. "Payer" is a natural or legal person who is the holder of a payment account and orders the execution of a payment order on this account and, in the absence of a payment account, a natural or legal person issuing a payment order.

14. "Payee" is a natural or legal person designated as the ultimate payee of the funds that are subject to a payment transaction

15. "User" is a natural person - a payment service user who, in the case of a payment service agreement, carries out an activity other than his/her trade or professional activity.

16. "Business day" is the day on which the payer's payment service provider or the payee's payment service provider involved in the execution of the payment transaction performs an activity necessary for the execution of the payment transaction.

17. "Reference interest rate" means the interest rate used as the basis for calculating the applicable interest rate and derived from a publicly available source that can be verified by both parties under the payment service agreement.

18. "Reference exchange rate" means the exchange rate used as the basis for calculating the currency exchange provided by the payment service provider or a publicly available source.

19. The "Tariffs" are the Tariff of Interest, Fees and Commissions of TEXIM BANK AD for individuals and Tariff of Interest, Fees and Commissions of Texim Bank for legal entities.

20. "Unique identifier" means a combination of letters, numbers or symbols communicated by the payment service provider to the payment service user to be provided by the payment service user when executing a payment transaction in order to uniquely identify the other user of the payment services and/or his/her payment account.

21. "Visa Secure" and "MasterCard ID Check" are additional security programs of the international card organizations Visa International and MasterCard Worldwide for identification of the Cardholder at the time of transactions with Internet vendors participating in the programs. The program is implemented through Borika AD and the system for "Secure payments on the Internet". Texim Bank AD officially registers the Cardholders in the program for each individual card issued by the Bank. The two-factor model for authentication of Cardholders, including dynamic (one-time) plus static password for payments, or identification by accessing biometric authentication on the Internet is a service provided by the Bank for additional security when paying on the Internet, as well as pursuant to Directive (EU) 2015/2366 (PSD 2) and Delegated Regulation (EU) 2018/389 on the application of Deep Customer Identity Verification (CERI). The dynamic password is a one-time unique code (for each specific transaction) generated by Borika AD and is provided to the Cardholder by sending a free text message to a mobile phone number specified by him. The static password is created personally by the Cardholder in a web portal provided by Borika AD with the logo of Texim Bank AD, after receipt via text message from Borika AD with a temporary password for registration or in another way agreed between him and the Bank for receipt, and is used in conjunction with a dynamic password to confirm card transactions with Internet merchants participating in the Visa Secure and MasterCard ID Check programs. By using biometric authentication, via biometric data – fingerprint or facial recognition, payments on the Internet will be verified and confirmed with merchants participating in the Visa Secure and MasterCard ID Check programs. Registration for biometric authentication is done following the instructions described by Texim Bank AD and is performed through a B-

Token/B-Trust application installed on the cardholder's mobile phone. For vendors who do not participate in the two-factor authentication program, it may not be necessary to enter a static plus dynamic password or biometric data, but only card data written on it (number, validity, cardholder name, CVC / CVV2).

In case of change of mobile number, the Cardholder is obliged to immediately notify the Bank. Otherwise, all messages sent by the Bank / Borika AD to the last mobile phone indicated by the Cardholder are considered delivered. The Bank shall not be liable in case the mobile operator or the service provider does not transmit in time or does not ensure the transmission of the text message message containing the Dynamic password for payments on the Internet, as well as in cases when due to circumstances beyond the Bank's control, text message or no other message is sent or received.

These General Terms and Conditions have been adopted by the Management Board of TEXIM BANK AD by means of Minutes of Meeting No. 99 of 8 September 2011 and repeal the Internet Banking Rules (adopted by decision of the Management Board, Minutes of Meeting No. 63 of 21 April 2007) and the General Terms and Condition for the Issue and Servicing of an Electronic Debit Card of TEXIM BANK AD (adopted by decision of the Management Board, Minutes of Meeting No. 45 of 26 March 2007), amended by: Minutes of Meeting of the Management Board of TEXIM BANK AD No. 53 of 19 May 2014, Minutes of Meeting of the Management Board of TEXIM BANK AD No. 81 of 11 September 2014, Minutes of Meeting of the Management Board of TEXIM BANK AD No. 31 of 18 May 2016, and Minutes of Meeting of the Management Board of TEXIM BANK AD No. 34 of 5 July 2018. of a meeting of the Management Board of TEXIM BANK AD, Minutes of Meeting No.10 of 18 February 2020, Minutes of Meeting No 21. of 9 April 2020 of the meeting of the Management Board of TEXIM BANK AD, Minutes of Meeting No. 28 of 7 May 2020 of the meeting of the Management Board of TEXIM BANK AD and Minutes of Meeting No. 52 of 10 September 2020, Minutes of Meeting No.17 of 11 March 2021, Minutes of Meeting No.21 of 25 March 2021 of the meeting of the Management Board of TEXIM BANK AD.