General Terms and Conditions of Central Cooperative Bank Plc

To framework contract for opening and maintaining bank payment accounts and performance of payment operations

The present general terms and conditions stipulate the general contractual relationships between "Central Cooperative Bank" Plc /hereunder referred to as the Bank / and the Client with regard to the opening and maintenance of bank payment accounts and performance of payment operations. The general terms and conditions are a constantly operative arrangement and are not limited to a distinct, specific payment operation, unless specified otherwise.

I. Information about Central Cooperative Bank Plc

Central Cooperative Bank Plc is a commercial bank, registered in the Republic of Bulgaria, with a head-office and address of administration: the city of Sofia, 103 G.S.Rakovski str. and web site on the Internet – www.ccbank.bg The Bank is licensed by the Bulgarian National Bank (License № B 14-a and Order № RD22-0849/07.05.2007 of the governor of BNB) for the performance of all types of bank activities, according to the Credit Institutions Act. The payment supervision on the activity of the Bank is carried out by the Bulgarian National Bank. The Bank has been entered in the Companies Register with Registry Agency with EIC 831447150

II. Payment services, provided by the Bank

- Art.1. The Bank provides to its Clients the following payment services:
 (1) services, related to depositing cash to a payment account, as well as the associated operations for servicing the payment account;
- (2) services, related to withdrawing cash from a payment account, as well as the associated operations for servicing the payment account;
- (3) the performance of payment operations, including transferring funds to a payment account of the Client with the bank or with another provider of payment services:
- a) the performance of direct debits, including oneoff direct debits;
- б) the performance of payment operations via payment cards or other similar instruments:
- B) the performance of credit transfers, including orders for periodic transfers;
- (4) the performance of payment operations, when the funds are part of a loan granted to the Client:
- ā) the performance of direct debits, including oneoff direct debits;
- 6) the performance of payment operations via payment cards or other similar instruments:
- B) the performance of credit transfers, including orders for periodic transfers;
- (5) issuance of payment instruments and/or accepting payments with payment
- (6) performance of available money transfers;
- (7) the performance of payment operations, upon which the consent of the Client, as a payer, for the performance of the payment operation is given via telecommunication.

digital or information means and the payment is made to the operator of the telecommunication or information system or network, acting only as an intermediary between the Client and the provider of the goods or services.

Art.2. The Bank does not control the subject and the legality of the transaction, with regard to which the payment service is provided, unless otherwise provided in a regulation or in a contract with the Client.

Art.3. With regard to the payment operations performed on the account, the Client of the bank may be in the quality of a payer and/or beneficiary.

III. Orders to the Bank

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

- a) for the performance of payments or for receiving cash;
- b) for receiving information about the state of his/her account;
- c) for opening a new account or closing an existing account; or
- d) performance of another operation on his/her account.
- (2) For payment orders, sent electronically, the requirements of the Law on the electronic document and electronic signature shall be complied with.
- Art.5. Before performing an order of the Client, the Bank undertakes measures, directed at ascertaining that the order was submitted by the Client and that it is clear and undoubted.
- Art.6. The Bank shall treat the order as submitted by the Client, if the order is submitted by any person authorized by the Client and:
- the order is given in a document, on which there is a signature, for which the Bank has grounds to consider that it belongs to the Client or to any person, authorized by the Client. Upon opening an account of a Client – a legal entity, a sample of the Client's stamp is presented and a sample of the signature of the persons (legal representatives and proxies), who are entitled to dispose with the Client's account (specimen), with which the Bank compares the signature and the stamp, put on each order, submitted for performance;
- it is evidenced that the person, submitting the order at a branch of the Bank is the Client, with which the Bank has contractual relationships or any person, authorized by the Client:
- where it is necessary, a payment instrument was used, issued by the Client's bank.
- Art.7. The Bank assumes that the information in an order, sent to it is accurate, besides in case of an evident error. In particular, it accepts as accurate the cited account number, whereas the account has to be debited or credited, besides in the cases, in which the Bank ascertains that there is a mismatch between the data in the payment order (the specified IBAN, BIC or

names of the titleholder and/or the beneficiary) and that in the information system of the Bank. In this case the Bank is entitled not to perform the order till the correction of the mismatch.

Art.8. The Bank is entitled to refuse to perform a certain order, including a payment order, or to credit the account of the Client, when there is grounds to consider that performing the order it would breach a law or another legal

responsibility,
Applicable in the relationships between the Bank and the Client, or any of the conditions under Art. 5

and/or Art. 6 of the General terms and conditions was not performed.

Art.9. The Bank is also entitled to refuse to perform a certain order,

including a payment order or to credit the account of the Client, when there is grounds to consider that the performance of the order would expose the Bank to risk of sanctions or measures of administrative compulsion of any government, regulatory authority or authorities for enforced performance.

Art.10. If the Bank has grounds to consider that the performance of an order, including a payment order, would harm its reputation, the Bank refuses to perform the order, respectively to credit the account of the Client.

Art.11 Upon receiving a payment order from the Client, the Bank is entitled to discretion how to perform the order, besides in the cases of payments in BGN on the territory of the Republic of Bulgaria, when the way is determined with the payment order.

Art.12 A payment from the payment account of the Client is performed only at the order or with the preliminary consent of the Client to the amount and under the conditions, provided by the Client.

The previous is not applied in case of enforced performance by the procedures, established by law.

Art.13. The power of attorney of a person, authorized to dispose with the funds on the account, shall be certified by notary public. The power of attorney, certified by notary public, shall be presented at the Bank in the original, whereas this document in the original or a transcript of it, certified by notary public, remains at the Bank. The Bank does not bear responsibility for the performance of the orders of the proxy, whose authorization was repealed or withdrawn, if the Bank was not informed in writing about that.

Art.14. The order or the consent for the performance of a payment operation or of a sequence of payment operations is given by the Client before the performance of the operation via presenting at the Bank of payment documents according to a sample, drawn up by him/her.

Art.15. The order or the consent of the Client for the performance of the payment operation may be withdrawn by the Client at any time, but not later than the moment, in which the payment operation has become irrevocable, as follows:

- (1) The Client shall not cancel a payment order after the order receipt by the provider of payment services of the payer.
- (2) When the payment operation is carried out at the initiative of or via the beneficiary.

the payer shall not repeal the payment order after the order submission or after he/she has given his/her consent for the performance of the payment operation in

(3) When the Client and the Bank negotiate the payment order to be performed on a certain day or on the day, following the expiry of a certain term or on the day, on which the payer provides to its provider of payment services the necessary funds for the performance of the order, the Client may cancel the payment order as late as the end of the work day, preceding the negotiated day.

(4) Upon a direct debit the payer may cancel the payment order as late as the end of the workday, preceding the negotiated day for debiting his/her

(5) The Bank is entitled to apply a fee for a cancellation of a payment order of the Client,

according to the Bank Tariff, which is effective at the moment of cancellation.

(6) Upon a withdrawal of the consent for the performance of a sequence of payment operations all future payment operations shall be considered

Art.16. The Bank accepts and performs orders for payment operations, containing the components specified below. The components of the orders for operations are applicable also upon the performance of orders in a different currency, in case under the specific payment operation the Bank is a provider of payment services of the sender and of the beneficiary.

IV. Contents of the deposit slip

Art.17. The deposit slip, submitted to the bank, shall contain:

- 1. identification of the Bank;
- 2. place and date of submission;
- 3. signature of the depositor;
- 4. name (identification) of the beneficiary;
- 5. International Bank Account Number (IBAN) of the beneficiary;
- 6. identification of the Bank, where the account of the beneficiary is kept;
- currency:
- 8. amount of the payment operation;
- 9. depositor;

10. grounds for depositing; V. Contents of the order receipt

Art.18. The order receipt, submitted to the bank, shall contain:

- identification of the Bank;
 place and date of submission;
- 3. signature(s) of the persons, entitled to dispose with the account;
- name (identification) of the sender;
- 5. International Bank Account Number (IBAN) of the sender;
- 6. identification of the Bank, where the account of the sender is kept;
- currency;
- 8. amount of the payment operation;
 9. the three names, personal number /foreigner's number and data of the identity document of the person, authorized to receive the amount cash, if any;
- 10. stamp of the sender, if the latter is a legal entity;
- 11. beneficiary signature of the person, who submits the document;
- 12. control signature signature of the person upon receiving the amount;
- 13. amount received signature of the person, authorized to receive the amount;

VI. Contents of the payment order for a credit transfer in BGN

- Art.19. The order receipt, submitted to the bank, shall contain: 1. identification of the Bank;
- 2. name (identification) of the Client;
- 3. International Bank Account Number (IBAN) of the Client's account;
- 4. identification of the Bank or another provider of payment services of the beneficiary;

- 5. international bank identifier code (BIC) of the beneficiary's bank;
- 6. name (identification) of the beneficiary;
- 7. International Bank Account Number (IBAN);
- 8. amount of the payment operation;
- 9. currency;
- 10. date of performance:
- 11. grounds (information about the beneficiary);
 12. charges (the Bank performs orders for a credit transfer in BGN on the territory of the Republic of Bulgaria only upon shared expenses, i.e. the Client pays the charges of the Bank, and the beneficiary - the charges of its provider of payment services);
- 13. additional clarifications;
- 14. date of presentation of the payment order;
 15. payment system for example: BISERA or RINGS (completed when the accounts of the Client and the beneficiary are kept at distinct banks);
- 16. signature of the sender;
- 17. stamp of the sender, if the latter is a legal entity.
- Art.20. The payment order for a credit transfer may contain other data,

including such, which are necessary for the performance of the requirements of other regulations.

Art.21. For payment orders, sent electronically, the requirements of the Law on the Electronic Document and Electronic Signature shall be complied with.

Art.22. Upon performance of a credit transfer in a currency, other than BGN, the payment order may contain data, other than the above specified, which are required according to the rules of the respective payment system.

Art.23. The Client shall dispose with the necessary funds on his/her indicated account with the Bank for the performance of the payment at the date, indicated for the performance of the order.

Art.24. Upon submitting payment orders for crossborder credit transfers the Client shall announce the transfer value date.

Art.25. The Bank accepts that the Client has given his/her consent to the Bank to process his/her payment order, after the Bank has checked that the payment order is authentic

Art.26. The payment order for a credit transfer is drawn up by the payer, who bears responsibility for any consequences from the incorrect drawing up. When

The payment order is drawn up by a Bank employee, the Client shall check it before signing it and by signing it, he/she declares that the payment order is accurately and correctly drawn up, agrees with it and bears responsibility about any consequences of any incorrect drawing up.

VII. Contents of the payment order /deposit slip for payment from /to the

Art.27. The payment order /deposit slip, provided to the Bank for payment from /to the budget shall contain:

1. identification of the Bank;

- 2. date of presentation;
- signature of the sender /depositor and a stamp for the legal entities;
- 4. identification of the beneficiary's Bank;
- 5. international bank identifier code (BIC) of the beneficiary's bank;

- International Bank Account Number (IBAN) of the beneficiary;
 International Bank Account Number (IBAN) of the beneficiary;
 type of payment 6 digit code from the established nomenclature;
 amount of the payment operation;
- 10. currency;
- 11. grounds for payment;
- 12. type and number of the documents, for which the payment is made, date of
- 13. period, for which the payment is made;
- 14. liable person
- 15. EIC /BULSTAT, respectively personal number/foreigner's number of the liable
- 16. identification of the legal entity /name of the individual sender;
- 17. International Bank Account Number (IBAN) of the sender;
- 18. international bank identifier code (BIC) of the sender's bank;
- 19. payment system;
- 20. charges –possible only upon shared charges;21. date of performance;
- 22. type of payment;

Art.28. The payment order /deposit slip for a payment from/to the budget multirow, provided to the Bank, shall contain all components for drawing up a payment order /deposit slip for a payment from/to the budget, whereas there is additionally information about each distinct liability /up to four in total/, for the payment of which one transfer is made for a total amount in BGN. The information about each distinct liability shall contain:

- type of payment;
 amount –the amount of the respective liability is indicated;
- 3. grounds for payment and more clarifications;
- 4. type and number of the document, concerning the respective liability;
- 5. period, for which the respective liability is concerned;

VIII. Contents of the consent for a direct debit in BGN

Art.29. The consent for a direct debit in BGN, provided to the Bank, shall contain:

- identification and address of the Bank;
 date of presenting the document;
 name of the Client;

- 4. signature of the Client;
- 5. International Bank Account Number (IBAN) of the Client;
- 6. name (identification) of the beneficiary;
- validity term of the consent;
- 8. conditions, upon which the consent is given.

Art.30. Subject to agreement between the Client and the Bank the consent for a direct debit may contain other information as well.

IX. Contents of the payment order for a direct debit in BGN

Art.31. The payment order for a direct debit in BGN, submitted to the Bank, shall

1. identification of the Bank;

- 2. date of presentation of the payment order;
- 3. signature of the Client;
- 4. name (identification) of the Client amount beneficiary;
- International Bank Account Number (IBAN) of the Client amount beneficiary;
 international bank identifier code (BIC) of the beneficiary's bank;
- 7. identification of the payer's Bank; 8. name (identification) of the payer;
- 9. International Bank Account Number (IBAN) of the payer;
- 10. amount of the payment operation;
- 11. currency;
- 12. date of performance;
- 13. grounds (information about the payer);
- 14. charges possible only upon shared charges;15. additional clarifications;
- 16. international bank identifier code (BIC) of the payer's bank;
- 17. date of presentation of the payment order;
- 18. signature of the Client amount beneficiary.

Art.32. The payment order for a direct debit may also contain other data,

including such, which is necessary for the performance of the requirements under other regulatory acts.

X. Sent and received amounts under a payment order

Art.33. The Bank shall transfer the amount of the payment order for a credit transfer without deduction any charges. In the cases when the Client has indicated in the payment order for a credit transfer in foreign exchange that he/she transfers all bank commissions / charges to the beneficiary, including those of the Bank, the latter transfers the amount of the payment operation, decreased by the charges due to the Bank.

Art.34. The Bank makes a transfer from the account of the Client upon the presence of funds on it,

covering the amounts of the ordered transfer, the due fees and commissions and the obligatory minimum balance on the account, according to the Tariff.

Art.35. Partial transfers under distinct payment orders or applications for a direct debit shall not be allowed.

Art.36. Upon taking a decision whether the Client has the necessary available funds on his/her indicated account with the Bank for the performance of a credit transfer, the Bank:

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

b) decreases the above amount with the amount of the payments, which the Client has ordered to the Bank to be performed from this account of the Client and which the Bank still has not performed (including also all payments from the bank card of the Client, which the Bank has authorized), as well as the Bank commissions due

from the Client.

Art.37. The Bank does not take into consideration regular future credits to the account of the Client,

as well as any credits, after the Bank has decided not to perform a payment under the payment order of the Client.

Art.38. In case the Client orders a credit transfer from his/her account, when there are insufficient funds on the account on the date, on which the payment has to be made, the Bank refuses to perform the payment.

Art.39. In case on a certain day the Client orders to the Bank to perform two or more payments from his/her account, but the Client does not have the necessary funds for the performance of all ordered payments, then the Bank shall perform the payments in the chronological order of their receipt.

Art.40. In case the Bank receives a payment order, presented as coming from the Client, and there are grounds that it does not come from the Client or due to the presence of any other reason, e.g. suspicion of a fraud, the Bank may request from the Client to confirm the authenticity of that payment order (in writing or orally), whereas the Bank does not process it, until it receives from the Client such a confirmation. In this case the Client has to confirm the payment order as quickly as possible, in order to avoid any delay in the processing by the Bank. The Bank will not perform the payment, until it receives the confirmation of the Client.

Art.41. (1) According to the international and local legislation the Bank performs the received credit transfers, if in the electronic message about the transfer there is the minimum required information about the payer /sender of the transfer /, i.e.:

a) name, exact address and number of the bank account of the payer, or:

b) name, exact address and unique identifier of the payer. For transfers, received from countries in the Community, the presence of information about «address » is not obligatory. In the remaining transfers, instead of an address there may be: the date and place of birth of the payer, the Client identification number or national identification number of the payer.

(2) «Unique identifier of the payer» 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 /IBFI/:

Social Security Number /SOSE/.

Art.42. In case the Bank receives a credit transfer in favour of the Client, which does not have the abovementioned information about the payer, the Bank is entitled to withhold the transfer performance and to request the necessary information from the payment institution of the sender, whereas the Bank shall delay the performance of the received transfer, until it receives from the payment institution of the sender a new message, specifying the missing information about the payer. In case that within a reasonable time the payment institution of the payer does not provide to the Bank the information requested by the latter, the Bank reserves the right to return the transfer to the payment institution of the payer.

Art.43. Upon an incoming transfer in BGN, the Bank credits with the transfer amount the account,

corresponding to the IBAN of the beneficiary, specified in the email message. In case the account, individualized with the specified IBAN is closed, the Bank returns the transfer to the sender.

XI. Receipt of a payment order

Art.44. The moment of receiving the payment order is the moment, in which the Bank receives the payment order, submitted directly by the payer or indirectly or via the beneficiary in the respective office of the Bank or electronically upon using the Internet Banking services (see below).

Art.45. When the moment of receipt is not a workday for the Bank, the payment order shall be considered received on the following workday, with the exception of the book transfers via the Internet banking system.

Art.46. The payment orders shall be accepted within the working hours for dealing with Clients.

Art.47. (1) The payment orders for credit transfers in foreign exchange, which shall be paid with value date - the current workday, shall be presented at the Bank office or respectively ordered via CCB online, within the following deadlines: For transfers in EUR - till 13.00 p.m. on the respective day;

For transfers in USD, GBP, CHF, CAD, DKK, SEK and NOK - till 15.00 p.m. on

the respective workday;
(2) Orders, submitted after the specified time shall be accepted for performance with value date – as early as the following workday;
(3) Payment orders for credit transfers in a currency, other than the specified in

para. 1

are accepted for performance with a value date - as early as the workday following their receipt.

Art.48. The orders for payments, which are made via RINGS, are accepted by the Bank till 15 p.m. of the respective workday. Transfers via RINGS with a future value date shall not be allowed.

Art.49. When the Client, submitting the payment order and the bank negotiate the payment order to be performed on a specific day on the day, following the expiry of a specified term, or on the day, on which the payer provides to its provider of payment services the necessary funds for the performance of the order, the moment of receiving the payment order is considered the negotiated day, if this day is a non-working day for the Bank - the following workday.

Art.50. When the Bank refuses the performance of a payment order, its refusal, if it is possible, the reasons for the refusal and the procedure for correcting the factual mistakes

that led to the rejection are announced to the Client, unless there is a prohibition for the provision of such information according to a law other than the Law on the payment services and payment systems or an act of the European Community. The Bank grants or provides at the disposal of the Client the notification on a timely manner at an office of the Bank and/or via email, within the deadlines for the performance of the payment operation according to Art. 54 of the General terms and conditions.

Art.51. The Bank is entitled to calculate a fee for the provision of the notification, if the refusal for the performance of the payment order is objectively grounded, to the amount, according to the current Bank Tariff.

Art.52. When there are all conditions, stipulated in the frame agreement and the Client is a payer, the Bank shall not be entitled to refuse the performance of an allowed payment order, regardless of whether it was submitted by the Client or by, or via the beneficiary, besides

if for the performance of the order there is a limitation according to the regulatory act.

Art.53. The payment order, the performance of which was refused, shall be considered not received,

respectively the Bank does not bear responsibility.

XII. Terms for the performance of payment operations

Art.54. The terms for the performance of payment operations, specified below are applied for payment operations in BGN, EUR or related to the one-off foreign exchange of BGN and EUR, provided that the exchange is carried out in the Republic of Bulgaria, as well as in cases of crossborder payment operations, when the payment operation is made in EUR.

(1) The crediting of the payment account of the provider of payment services to the beneficiary with the amount of the payment operation shall be as late as the end of the following workday after the moment of receiving the payment order. This term may be one workday longer _ upon initiation of payment operations on a hard copy.

(2) Upon the performance of payment operations in BGN between providers of

payment services, participating the RINGS payment system or in a payment system, having access to RINGS, the crediting of the payment account of the provider of payment services of the beneficiary shall be on the same workday, on which the payment order was received.

(3) When the Client is a beneficiary, the Bank determines the value date for crediting and provides on his/her payment account the amount of the payment operation not later than the workday, on which the account of the Bank was credited with the amount of the payment operation. The value date of debiting the payment account of the Client, when the latter is a payer, shall be not earlier than the moment, in which the payment account was debited with the amount of the

(4) When the Client is a beneficiary, the Bank submits to the provider of payment services of the payer the payment order, given by or through the Client within the deadlines, stipulated between the Client and the Bank, so that there is a possibility for settlement on the agreed date.

(5) When available cash is deposited by the Client - user of a payment account with the Bank in the currency, in which the respective payment account is opened, the Bank provides the amount and determines the value date of crediting immediately after the moment of receiving the funds. When the Client is a user, the amount is provided and the value date is determined as late as the following work day after receiving the funds.

XIII. Performance of a direct debit in BGN

Art.55. Upon payments via a direct debit in BGN, when the Client is a payer, he/she shall provide his/her consent to the Bank, whereas a copy of the consent is sent to the beneficiary.

Art.56. When the Client is a beneficiary, the Bank accepts the order for a direct debit and presents it to the provider of payment services of the payer, without checking the grounds for the use of the direct debit.

Art.57. When the Client is a payer before performance of the order for a direct debit the Bank checks whether:

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

2. on the account of the Client there is disposable balance or allowed credit. sufficient for the performance of the order for a direct debit;

3. the conditions for the performance of the order for a direct debit are satisfied, the documents, required for the order performance, are received, if the provision of such documents is negotiated.

Art.58. If within 5 workdays of receiving the order for a direct debit the conditions for its performance under Art. 57 of the General terms and conditions do not occur, the Bank refuses the performance of the order for a direct debit and informs about that the provider of payment services of the beneficiary.

XIV. Payment orders for crossborder credit transfer and terms for performance.

Art.59. In case the Client orders a cross-border payment, he/she shall present to the Bank the information, determined in Art. 17-32 of the General terms and conditions, which facilitates the identification of the bank and the account, for which such payment is intended. In case the Client does not provide this information, the Bank endeavors to procure it in its own ways, for which it charges the Client additionally. The Bank informs the Client about the amount of the commission before processing the payment order.

Art.60. (1) In case the Client orders a payment in a currency other than EUR, in favour of a beneficiary, whose account is with a Bank in the European Community, the Bank provides the amount for each such payment to reach the payment institution of that person not later than 4 workdays after the receipt of the payment order of the Client. The payment institution receiving such payment shall credit the beneficiary's account on its books on the day, on which it received the payment.

(2) In case the Client orders a payment in favour of a beneficiary with an account in a payment institution outside the European Community, the Bank ensures the amount of every such payment to reach the payment institution of such person not later than

4 workdays after the receipt of the payment order of the Client. This does not mean that the account of the beneficiary will be credited on that day, because this depends on the banking practice in the respective country.

Art.61. Upon the performance of a wire transfer the Bank acts on the name and at the expense of the Client, in view of which he/she and the payment beneficiary shall comply with all local regulatory requirements with regard to the payment. In case the Bank pays the respective charges as a result of non-performance of that obligation, the Client shall reimburse the charges to the Bank, and compensate it for the incurred damages.

Art.62. For the effecting of a certain cross-border payment the Bank may have to effect it via an intermediary bank. In such cases the Bank shall choose an intermediary bank.

XV. Amendment and cancellation of a payment order for a crossborder transfer.

Art.63. In case the Client orders an amendment or a cancellation of a payment order, deposited at the Bank, the Bank sends to the payment institution of the beneficiary the respective message for a change or a cancellation of the credit transfer, for which it charges the Client additionally, whereas besides the commissions of the Bank the Client bears the commissions of the foreign payment institution for such an amendment or cancellation of the transfer. Cancellation and return of a credit transfer, ordered by the Client, is possible only with the consent of the transfer beneficiary.

XVI. Taxation of ordered crossborder credit transfers.

Art.64. In case the Client orders a crossborder transfer for a beneficiary, whose account is with a payment institution on the territory of the European Union, the transfer is in the national currency of a country of the European Community and upon the transfer performance there is no foreign exchange conversion (i.e. the currency of the Client's account and the currency of the transfer coincide), the payer and the beneficiary shall bear the respective commissions of their banks. According to the SWIFT terminology this means that the bank transfer shall be sent with charging option "SHA" (i.e. "shared commissions"). In this case the Bank will perform the payment with charging option "SHA", regardless of what is indicated by the Client in the payment order. In all the remaining cases the Client may specify in the payment order other ways of allocating the bank commission, as well as bear all bank commissions in the payment chain, including the commissions of the payment institution of the beneficiary and the intermediary bank (charging option "OUR"), or transfer all bank commissions to the beneficiary, including those of the Bank (charging option "BEN").

XVII. Performance of crossborder credit transfers, received in favour of the Client.

Art.65. In case the Bank receives a crossborder credit transfer, containing the necessary information about the payer, according to Art. 41, in which they have specifically indicated the name (identification) and the bank account of the Client with the Bank, the Bank performs the received payment order, crediting the Client's account with the transfer amount with value date - not later than the work day, on which the account of the Bank was credited with the credit transfer amount. The Bank provides at the disposal of the Client the amount immediately, after ensuring that the amount of the credit transfer was credited on the Bank's

Art.66. CCB Plc assumes that received crossborder transfers from other banks in favour of Clients of CCB were received at the Bank on the current workday, if the time of receipt, registered by SWIFT, is up to 17:00 p.m. The crossborder payments from other banks in favour of Clients of CCB, received at CCB Plc, shall be considered received at the Bank on the following work day, when the time of receipt, registered by SWIFT is after 17:00 p.m.

Art.67. In case the Bank receives a crossborder credit transfer in favour of the Client, in which it is indicated that the Client shall bear the Bank's charges for the received transfer (charging option "SHA" or "BEN"), upon crediting the Client's account with the Bank with the transfer amount, the Bank shall debit ex officio with a separate operation the Client's account with the Bank's charges for the received

Art.68. In case the Bank receives a crossborder credit transfer in favour of the Client, in which it is indicated that all bank charges shall be born by the sender (charging option "OUR"), the Bank shall credit the specified account of the Client with the Bank with the transfer amount and shall not charge the Client for the receipt of the crossborder transfer in foreign exchange. The Bank requires from the payment institution – sender of the credit transfer to pay the Bank's charges for the transfer at the expense of the payer. In case within 1 (one) month of the date of the application the Bank does not receive the charges due in full amount, the Bank reserves the right to deduct them from the Client, debiting ex officio his/her account with the Bank.

Art.69. In case the Bank receives a credit transfer in favor of the Client in a currency.

other than the currency of the beneficiary's account, the Bank performs the received transfer, applying the current arbitrage foreign exchange rate (announced by it in the bank rooms), at the moment of crediting the indicated beneficiary's account, unless otherwise provided.

XVIII. Performance of payments with the preliminary consent of the account beneficiary

Art.70. In case the Client has an executable liability to the Bank, the latter shall collect on an account of the Client with the Bank the amounts due from him/her, based on the written consent of the Client, given with the signing of the contract with the Bank.

The Bank informs the Client about the grounds, amount and value date of the amount, collected from his/her payment account.

XIX. Information before the performance of a distinct payment operation

Art.71. In the cases when the Client, as a payer, requests the performance of a distinct payment operation under the contract, upon receiving the request of the Client the Bank presents to him/her explicit information about the maximum term for the operation performance, as well as of the fees and commission due from

XX. Information about the Client, concerning distinct payment operations under a framework agreement

Art.72. After the account of the Client, as a payer, is debited with the amount of a distinct payment operation under the contract, the Bank provides to him/her immediately on a hard copy or on another long-term carrier (email) the following information:

- 1. registration number of the payment operation and, where necessary, information about the beneficiary;
- 2. the value of the payment operation, expressed in the currency, in which the payment account of the Client was debited or in the currency, specified in the payment order;
- 3. data about the amount of all charges and interest, due from the Client with regard to the payment operation, presented according to type and value;
- 4. the exchange rate, used by the Bank with regard to the payment operation, and the value of the payment operation after the foreign exchange;
- 5. value date of debiting the payment account or the date of receiving the payment

Art.73. After the performance of a distinct payment operation under the contract the Bank provides to the Client, when the latter is a beneficiary, in due time on a hard copy or another long-term carrier (email) the following information:

- 1. registration number and, where necessary, information about the payer, as well as any other information, associated with the payment operation;
- 2. the value of the payment operation, expressed in the currency, in which the payment account of the Client was credited;
- 3. data about the amount of all charges and interest, due from the Client with regard to the payment operation, presented in type and value;
- 4. the exchange rate, used in the payment operation by the Bank and the value of the payment operation before the foreign exchange;

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

Art.74. The information about all performed payment operations during the current month and the previous calendar month is presented to the Client at any time, upon request on the counters in the Bank rooms;

Art.75. Beyond what was indicated, information about all performed payment operations in the previous calendar month, is provided or left at the disposal of the Client in one of the following ways, chosen by the Client and specified in the contract, that is: up to the $10^{\rm th}$ day of the current calendar month – via ordinary mail, at the address, specified by the Client in the contract;

till the 10th day of the current calendar month - via email, at the email, specified by the Client in the contract;

Art.76. Regardless of the chosen way of notification and in case the Client has not received the notification, the Bank provides at the disposal of the Client, information about all performed payment operations in the previous calendar month, at the counters of its bank rooms till the 20-th day of the following calendar month, from which date the Client shall be considered unconditionally informed about the respective circumstances and information, in case the information receipt at an earlier time is not evidenced.

XXI. Responsibility

Art.77. When the Client is a payer, in case of unauthorised payment operation the Bank reimburses immediately the value of the unauthorized payment operation and when it is necessary, returns the payment account of the Client to the state, to which it would have been before the performance of the unauthorized payment

Art.78. The reimbursement is made immediately after termination of the procedure for proving the authenticity and the accurate performance of the payment operation, but not later than 21 days after receiving the notification of the Client for performance of unauthorized or incorrectly performed payment operation.

Art.79. The Client shall bear the losses, related to all unauthorized payment operations, coming from the use of a lost, stolen or illegally appropriated payment instrument, when the Client has not managed to keep the personalized protection characteristics of the instrument, to the amount of the losses, but not more than **BGN 300**

Art.80. The Client suffers all losses, concerning the unauthorized payment operations, if he/she caused them by using a fraud or with the non-performance of one or more of his/her obligations under Art. 119-127 of the General terms guiltily or due to gross negligence. In these cases the Client suffers the damages regardless of their amount.

Art.81. The Client does not suffer any property damages, coming from the use of a lost, stolen or illegally taken payment instrument, after duly notifying the Bank about that, with the exception of the cases, when he/she acted using a fraud

Art.82. The Client does not bear responsibility about property damages, coming from the use of a payment instrument, if the Bank does not provide suitable ways for informing at any time about a lost, stolen or illegally taken payment instrument, with the exception of the cases, when he/she acted using a fraud.

Art.83. The Bank amends the payment operation only if the Client has informed it without unreasonable delay, after he/she has learned of an authorized or incorrectly performed payment operation, which makes possible the claiming of his/her rights, but not later than 13 months of the date of debiting his/her account. Art.84. It is considered that the Client has learned of the unauthorised or incorrectly performed payment operation as late as the presentation of the information under Art. 74 of the General terms and conditions

XXII. Correction of mistakes

Art.85. When the Bank bears responsibility in front of the Client - payer for an incorrectly performed payment operation, upon which the funds were incorrectly credited to another account, the Bank is entitled to request from the provider of payment services of the beneficiary the performance of an official amending transfer from the account of the beneficiary, on which the funds were incorrectly credited, within 5 workdays of the date, on which the Bank reimbursed the amount of an incorrectly performed payment operation to the account of the Client, not later than one month, after the Bank was informed by the Client or in any other way for the incorrectly performed payment operation.

Art.86. The provider of payment services of the beneficiary of the incorrectly performed payment operation within 5 work days of receiving the request makes an amendment from the account of the beneficiary to the account of the Client of

Art.87. In the cases, when by the procedures and within the terms, specified above, there is no ex officio amending transfer, the relationships between the parties shall be settled by the general procedures.

XXIII. Inaccurate or invalid unique identifier

Art.88. When the payment order is performed in compliance with the unique identifier, specified in it, the order shall be considered duly performed with regard to the beneficiary, specified with the unique identifier.

Art.89. The Bank shall not bear responsibility for the non-performance or the incorrect performance of a payment operation upon an incorrect unique identifier, indicated by the Client.

Art.90. Upon the non-performance of a payment operation due to specifying an invalid unique identifier, the Bank reimburses the amount on the payment account of the payer on the following workday.

Art.91. In the cases specified above, within the due diligence the Bank endeavors

to reimburse the amount under the payment operation, whereas it is entitled to calculate a fee for the reimbursement in compliance with its current Tariff.

Art.92. The Bank bears responsibility for the performance of the payment operation only in compliance with the unique identifier, presented by the Bank.

Art.93. When the payment order is submitted by the Client as a payer, the Bank bears responsibility in front of the Client for the correct performance of the payment operation, unless it is proven to the Client or to the provider of payment services of the beneficiary that the provider of payment services of the beneficiary received the payment operation amount within the terms of the present General terms and conditions, whereas in this case the provider of payment services of the beneficiary bears responsibility in front of the beneficiary for the correct performance of the payment operation.

Art.94. When the Bank bears responsibility under Art. 83 of the General terms and conditions, it shall duly reimburse to the Client the amount of the unperformed or incorrectly performed payment operation and, where applicable, returns the debited payment account to the state, in which it would have been before the performance of the incorrectly performed payment operation.

Art.95. The Bank bears responsibility in front of the Client as a beneficiary for the performance of the payment operation in compliance with Art. 66 of the Law on the payment services and payment systems and provides at the disposal of the Client the payment operation amount immediately after crediting the account of the Bank with this amount.

Art.96. When the payment order is submitted by or via a Client, as a beneficiary, the Bank bears responsibility in front of the Client for the correct submission of the payment order to the provider of payment services of the payer in compliance with Art. 64, para. 6 of the Law on the payment services and payment systems. In this case the Bank immediately submits the respective payment order to the provider of payment services of the payer.

Art.97. In case of a cancelled or a wrong payment, received to the account of the Client, the Bank is entitled to debit ex officio the account of the Client with the respective amount.

Art.98. In case of unperformed or incorrectly performed payment operation, ordered by the Client, as a payer or a beneficiary, upon request the Bank endeavors within the due diligence to follow the payment operation and informs the Client about the result.

Art.99. The Bank bears responsibility in front of the Client for reimbursement of all charges paid by him/her, as well as about the reimbursement of all interest, accrued to the Client as a result of the non-performance or the incorrect performance of the payment operation, which is at the fault of the Bank.

Art.100. The Client, as a payer, is entitled to request from the Bank the reimbursement of the whole amount of the already performed and allowed payment operation, if it is ordered by or via the beneficiary and the following conditions are complied with:

- at the moment of giving the permission for the performance of the payment operation the exact amount is not specified, and
- 2. the value of the payment operation exceeds the value, expected by the Client in view of his/her previous expenses for similar operations, the conditions of the

frame agreement and other circumstances, specific to the case, whereas the Client cannot rely on reasons, concerning the effected foreign exchange, if the reference exchange rate, negotiated with the Bank is applied.

Art.101. The request for reimbursement under Art. 100 is made by the Client within 56 days of the date, on which his/her account was debited. At the request of the Bank the Client presents evidence concerning the presence of the conditions under Art. 100 of the General terms and conditions.

Art.102. Within 10 work days of receiving the request the Bank reimburses to the Client the whole amount of the payment operation or refuses the reimbursement, specifying the grounds for refusal and the authorities, in front of which the Client can may object, if he/she does not accept the explicated grounds for refusal.

Art.103. The Client is not entitled to reimbursement, if he/she has given his/her consent for the performance of the payment operation directly to the Bank and the Bank or the beneficiary has provided at the disposal of the Client information about the forthcoming payment operation in a negotiated manner at least 28 days before the date of performance of the payment operation.

XXIV. Release from responsibility

Art.104. The responsibility hereinbefore shall not be born in the cases of extraordinary or unexpected circumstances beyond the control of the party, relying on the existence of such circumstances, the consequences of which would invariably occur in spite of the efforts for their prevention, as well as in the cases, when the Bank acted in the performance of a regulatory obligation according to the Community law or the legislation of a member country.

XXV. Contract term

Art.105. The frame contracts for payment services shall have no term, unless the parties have indicated in the contract any term.

XXVI. Amendment and termination of the frame agreement

Art.106. All envisioned changes in the frame agreement, concerning changes in the preliminary information, are provided by the Bank to the Client in advance as a hard copy or on another long-term carrier (via sending on email) or are stated at the web site of the Bank and in the offices for working with Clients, within at least two months before the date, on which the changes are proposed to become effective

Art.107. With the notification the Bank informs the Client that it considers that the latter accepted the changes in the conditions of the frame contract, unless he/she informs the Bank that he /she does not accept these changes before the date, on which the changes become effective. In these cases the Bank informs the Client that the latter is entitled to terminate immediately the frame contract t before the date, on which the changes are proposed to become effective, without bearing responsibility about charges and compensations.

Art.108. The changes in the applicable interest rates and exchange rates according to the contract, when they are based on changes in the applicable reference interest rate or reference exchange rate, shall be applied immediately and without a preliminary notification. In these cases the Bank informs the Client about the changes upon first possibility, via their presentation as a hard copy or another long-term carrier (via sending to email), or via announcements at the Bank web site and in the offices for working with clients.

Art.109. When the changes in the interest rates or the exchange rates are more favorable to the Client, they are applied without a preliminary notification.

Art.110. The scope of the provided payment services may be extended upon mutual agreement between the Bank and the Client.

Art.111. The Client may terminate the contract at any time, without a notification to the Bank, unless otherwise provided.

Art.112. In case between the Bank and the Client there is a frame contract with no term or a frame contract for a term longer than 12 months and from the contract conclusion there have elapsed less than 12 months, the Client owes to the Bank the payment of fees or commissions, suitable and in line with the actual expenses of the Bank. The Client owes the payment of fees or compensations upon a preliminary termination of a term frame agreement, concluded for a term less than 12 months.

Art.113. The Bank is entitled to terminate a frame contract with no term with a notification of at least two months. The notification is provided to the Client as a hard copy or another long-term carrier (via sending on email).

Art.114. Upon contract termination the Client pays the fees for payment services, accrued periodically under the contract proportionally to the expired term of contract effectiveness. If such fees are paid in advance, they are reimbursed proportionally to the term of termination.

Art.115. Upon non-performance of an obligation by one of the parties under the frame contract, the other party is entitled to terminate it without notification. The non-performing party bears responsibility for the damages, which it caused to the performing party.

Art.116. Upon non-performance of an obligation of the Client, the Bank is entitled to terminate the provision of services under the contract till the performance of the respective obligations.

Art.117. Upon receiving a notification for termination of the frame contract by the Bank the Client shall repay all cash amounts due to the Bank in the legal relationships under the frame contract. The expiry of the notification term in itself does not lead to contract termination, in case there is no full repayment of all cash liabilities of the Client.

Art.118. Upon termination of the frame contract the payment account, opened on the contract grounds, is closed, whereas the Bank reimburses to the beneficiary the remaining funds and returns the incoming payment documents for the account without performing them.

XXVII. Communication between the parties

Art.119. The communication between the Client and the Bank is carried out via the Internet banking, via ordinary mail or email, at the addresses specified in the contract, and under exceptional circumstances, on the phone, via fax or SMS, in compliance with the claim of the Client. Some of the forms of communication are not fully protected, due to which the Client shall undertake adequate protection measures against unauthorized access, reading or another use of the Client information by third persons. The Bank shall not be responsible for damages, caused by the interference of third persons in the communication between the

Bank and the Client. The Client bears responsibility, in case he/she has not informed in time the Bank about a change in the address /way of notification and notifications, sent to the address known to the Bank in one of the specified ways, shall be considered duly submitted.

Art.120. The power of attorney of a person, authorized to receive the statements and other documents, concerning the account, shall be certified by notary public or signed by the account beneficiary in the presence of the responsible Bank employee. The power of attorney, certified by notary public, is presented at the Bank in the original, whereas it, in the original or a transcript of it, certified by notary public, remains at the Bank. The Bank does not bear responsibility upon the performance of the orders of the proxy, whose authority was revoked or withdrawn, if it was not informed about that in writing.

Art.121. The Client bears responsibility with regard to the circumstance, whether the Bank disposes with up to date contact details for communication with him/her, as well as updated information about the persons, empowered to operate with the account of the Client and the ways for performing the bank operations. The Client shall inform in writing the Bank immediately about any change, concerning its establishment acts and the persons, entitled to dispose with the account funds, including proxies, as well as to present the necessary documents about that. The changes are binding upon the Bank from the moment, in which it was informed in writing about the changes occurrence.

writing about the changes occurrence. Art.122. In case of need of sending information from the Bank to the Client, it is sent to the contact details of the Client, last known to the Bank. In case the Client has not informed the Bank on time about changes in the above-mentioned circumstances, the information, meant for the Client may be subject to risk, whereas there is a possibility that it be of considerable importance /including about changes in the contract between the Bank and the Client / and not to be received by the Client.

Art.123. The Client may communicate with the Bank via electronic banking /a bank service, where the Bank has access via a computer or another portable device with the necessary functionality to online bank services /.

Art.124. The Bank is entitled to record the telephone conversations with the Client or other communication with him/her, in view of verifying the orders of the Client and their authenticity, as well as verifying the compliance of the internal standards of the Bank upon the performance of the bank services.

Art.125. When between the Bank and the Client it is explicitly agreed that the Client is entitled to use a certain payment instrument /e.g. a bank card / with regard to a certain payment account, the Client shall have the following responsibilities:

- 1. to use the payment instrument in compliance with the conditions for its issuance and use, specified below in "Additional conditions, concerning a bank card, issued on a current account";
- 2. to inform the Bank about a loss, theft, appropriation or unauthorized use of the payment instrument immediately after becoming aware;
- 3. after receiving the payment instrument to undertake all the necessary activities for keeping its personalized protective characteristics, including not to record any information about these characteristics on the payment instrument and not to keep such information together with the payment instrument.

Art.126. The Bank is entitled to block the use of a payment instrument due to objective reasons, concerning:

- 1. the security of the payment instrument;
- 2. a doubt of unauthorized use of a payment instrument;
- 3. use of the payment instrument with the purpose of fraud;
- considerably increased risk for the Client not to be able to perform his/her payment liability – upon payment instruments with the granting of a loan.

Art.127. The Bank informs the Client about the blocking of the payment instrument and about the reasons, which necessitated the blocking, before the blocking or as late as immediately after that, except if the granting of such information is allowed due to security reasons or with regard to the compliance of the regulatory requirements, hindering the provision of information to the payer. The Bank unblocks the payment instrument or replaces it with a new payment instrument, after the reasons for the blocking cease to be effective.

XXVIII. Limits upon performance of payment operations

Art.128. The Bank and the Client may negotiate limits upon the performance of payments via the use of payment instruments.

XXIX. Additional conditions with regard to a bank card, issued on a current account

Art.129. The present additional conditions settle the rights and obligations of the Bank and the Client -Cardholder /hereunder referred to as, depending on the aspect, Cardholder and Titleholder / with regard to a bank card, issued on his/her current account with the Bank, as well as the rights and obligations of a Client – Titleholder of a current account /hereunder referred to as Titleholder/, on which the card of a third person -Cardholder ______/hereunder referred to as Cardholder/ is issued.

Art.130. The cards may be issued and authorized based on the account availability, the negotiated overdraft or the credit limit, allowed by the Bank.

Art.131. The cards, issued by the Bank, remain its property, whereas they are provided for use by the Cardholders. Upon expiry of the card validity term, respectively upon termination of the legal relationship, the Cardholder shall immediately return the card to the Bank. A Titleholder of a checking account, on which there is an issued card for a third person -Cardholder, is liable jointly and severally with the Cardholder for all liabilities, caused by or in relation to the card use, whereas the liabilities of the Cardholder, with regard to their nature, shall be liabilities of the Titleholder.

Art.132. For the purposes of the present section everywhere, where in the General Terms and Conditions of Central Cooperative Bank Plc to framework contract for opening and maintaining bank payment accounts and performance of payment operations it is indicated that the account of the Client is debited, it shall be understood respectively that the Client's card is debited.

Art.133. The cards are meant for use in the country or in the country and abroad for: a/ cash withdrawal at ATM or POS; b/ payment of goods and services via POS devices, including virtual ones; c/ a change of a PIN code via ATM; d/ other non-payment and payment operations.

Art.134. Upon using the card at an ATM it is placed in the respective slot in a way, allowing the information written on the card to be read from the device. The desired operation is selected. Upon cash withdrawal the desired amount is chosen. The PIN-code from the keyboard is entered. Upon termination of the transaction the Cardholder shall collect the card, the banknotes and the printed receipt.

Art.135. Upon using the card for a book payment or upon cash withdrawal, in the cases other than Art. 134 Cardholder shall check and sign the transaction document, presented by the trader, if it is applicable to the specific transaction, with which he/she evidences the truthfulness of the due amount and gives a consent for debiting the card /account with the Bank with it, respectively for crediting the account of the trader –beneficiary. The signature shall coincide with that on the card.

The Cardholder shall keep the received receipt for reference purposes. The trader is entitled to request from the Cardholder to evidence his/her identity, as well as to request the performance of the so-called "authorization" of the payment, which blocks funds from the disposable account availability or from the credit limit. It is possible that in the case under sentence one the entry of PIN-code may be necessary.

Art.136. The card is issued according to the submitted application for card issuance and the respective annex to the frame contract, within 15 days of concluding the annex. The Cardholder shall immediately inform the Bank in writing about each change in the data, provided by him/her upon signing the annex, as well as about any impossibility to perform his/her obligations under the contract. At the explicit written request of the Titleholder of the current account, the Bank issues to a person, authorized by the Titleholder –Cardholder a card for disposing with the funds on the account.

Art.137. The Bank presents to the Cardholder a personal card in his/her name with a unique PIN-code. The card may be used only with the PIN-code, determined for it. The card and the PIN-code are received by the Cardholder that shall put in ink his/her signature in the respective field of the card in the presence of an employee of the Bank. The receipt may be by a proxy with a power of attorney, certified by notary public.

Art.138. The Cardholder shall use the card only in person and shall not give it to other persons. The Cardholder shall keep the card with the care of a good husband, taking all the necessary measures against the card theft, loss, destruction, damage, forgery or use in any other unlawful way. The card shall be protected from the impact of unfavorable external factors, such as: magnetic fields, soaking, scratching, holding, etc. The Cardholder shall keep secret the card number and not announce it to third persons, except to employees of the Bank, engaged with the card servicing, as well as upon payment of traders.

Art.139. The PIN-code shall be known only to the Cardholder. An exception from this rule shall not be allowed. The Cardholder may change his/her PIN-code at any time at an ATM. It is not recommended that the PIN-code be composed of easy to decipher combinations of digits – equal or sequence digits, birthdate, etc.

Art.140. Upon transactions, performed via the entry of a PIN-code, the person that identifies itself with the card or the entry of the valid PIN-code shall have legal capacity in front of the Bank. Upon using the card without the entry of a PIN-code, the Cardholder shall check the receipt from the terminal device and sign it, whereas the signature on the receipt shall be equal with that, put on the back of the card. The previous does not concern the payment of goods or services, recommended on the phone.

on the Internet, etc., when instead of a signature the Cardholder announces the name, the card number and the card validity term. Upon payment on the Internet, instead of putting a signature, usually the following are entered: code CVC2 for MasterCard card and code for CVV2 for Visa card – the last three digits of the number, written in the field for putting a signature on the back of the card.

Art.141. The Cardholder is entitled to perform transactions with the card to the amount of the credit limit, the negotiated overdraft of the availability over the minimum non-reducible balance on the card current account and shall not exceed them, including with the due interest, fees and commissions accrued.

Art.142. The Bank determines for each Cardholder of a card with a credit limit the amount, up to which the Cardholder may perform card transactions. The credit limit is used only by using the card. When the amount of the credit limit used exceeds the amount, determined by the Bank, the latter is entitled to immediately block the card.

Art.143. Using the card, the Cardholder is entitled to perform transactions to the amount of the availability on the account or the credit limit, within the transaction limits determined for the card, which are defined for one transaction, for 24 hours, for 7 consecutive days and for a maximum number of transactions for the period.

Art.144. The usual term, within which the Bank performs the instructions of the Cardholder upon orders, concerning the transactions, is up to 3 (three) minutes of the order receipt.

Art.145. The Cardholder shall: 1/. use the card in compliance with the contract, concluded with the Bank; 2/. Informs immediately after the Bank learns about:
a) doubts of or any loss, theft, deprivation in any other way, destruction,

forgery of the card, as well as about improper use of the card or learning the PINcode from another person. In these cases the Cardholder may inform the national operator for card payments BORICA;

b) the registration in his/her card / account of each transaction, not ordered by him/her,

as well as for each mistake or other mismatch upon the maintaining of the card /account by the Bank; 3/. Does not write the PIN-code on the card and does not keep it together with the card; the Cardholder shall keep secret his/her PIN-code and take all the necessary measures against its learning by third persons; enters the PIN-code at ATM or POS in a way, guaranteeing the code keeping secret.

Art.146. The notification under Art. 145, p. 2. of the National operator – BORICA may be effected at any time of the day and night and is valid, if the Cardholder announces the card number. The Cardholder informs the Bank within the working hours of the Bank via fax or in writing in the Bank room or at any time of the day and night at the duty telephone numbers, specified by the Bank. In case of a notification on the phone, within 3 days after that the Cardholder shall present at the Bank the notification in writing as a hard copy. The notification is made in view

of restricting the card use and minimizing the damages. The Cardholder shall render full contribution for clarifying the case and minimizing the damages.

The expenses for blocking the card, about which there is a notification in the above-mentioned procedure, shall be at the expense of the Titleholder and the Cardholder. The blocked card is activated upon the submitting of a written request personally by the Cardholder or Titleholder.

Art.147. In case an ATM withholds a card, the Cardholder shall inform the Bank. A

Art.147. In case an ATM withholds a card, the Cardholder shall inform the Bank. A proposal for help by third persons shall not be accepted. The Bank provides a return of the card or an issuance of a new card.

Art.148. The Cardholder or Titleholder is entitled to request in writing from the Bank the issuance of a new card: upon a loss or theft of the card; upon destruction or damage of the card. Upon a forgotten PIN-code of the card, the Cardholder or Titleholder is entitled to request in writing from the Bank the issuance of a new PIN-code, if it is technically possible or the issuance of a new card.

Art.149. The Bank provides to the Cardholder a statement with information about the transactions, performed with the card, which contains: data, allowing the identification of the transaction; the amount of the transaction in the respective currency, as well as the equivalent amount in another currency /the applicable exchange rate/, if there is an exchange; the amount of all fees and commissions, applied to the distinct types of transactions. The Bank is entitled to provide information on the phone about the amounts due with regard to the card use and the transactions, performed by the person that identifies with the password, specified by the Cardholder/Titleholder of the account in the "Application for card issuance".

Art.150. In case of need of foreign exchange conversion upon accounting of transactions, the Bank applies the exchange rate, respectively of MasterCard or Visa, for determining the settlement amount and/or, respectively the «sell » rate of the Bank, applied on the day of accounting the respective operation, to determine the amount, with which the card /account of the titleholder is debited.

Art.151. The circumstance that the Cardholder has not received a statement for transactions, performed with the card, does not exonerate the titleholder from the obligation to repay his/her due amounts on time.

Art.152. In any case the titleholder and/or Cardholder shall ensure sufficient funds on the account, in order to repay all transactions, delayed due to the specifics of the performance of transactions, as well as all remaining liabilities.

The amount of liabilities of the Cardholder is ascertained based on the entries on the accounts of the Bank.

Art.153. In case the Cardholder or Titleholder does not perform any of his/her contract obligations, including under the present General terms and conditions, or the contract is terminated, the Bank is entitled to: block /deactivate the card; to collect ex officio, without court interference, the liability from all accounts of the Titleholder with the Bank, about which, with the fact of signing the contract, the Titleholder gives his/her explicit consent; in case the Bank resorts to collection of the liability by the procedures of this point from the Titleholder's bank accounts, which are in another currency, the exchange rate of the Bank for the respective currency for the day of performing the operation is applied; the Bank is entitled to block the card and upon revocation of the Cardholder's authorization by the Titleholder.

Art.154. The Bank is entitled to request documents, concerning the state of affairs of the account titleholder and Cardholder till the final repayment and termination of the legal relationships.

Art.155. The Bank shall: 1/. To maintain for 5 years the recorded information,

which allows the supervision of the transactions; 2/. To create the necessary conditions for the performance and accepting of the notifications under Art. 145, p. 2 at any time; 3/. To prevent the card use after the notification under Art. 145, p. 2 in the negotiated term and to undertake all possible activities for preventing the further use of the card. The Cardholder and/or titleholder shall not raise objections, based on his/her relationships with third persons.

Art.156. The Bank shall not be responsible for a refusal to perform a transaction ordered with a card, in case on the checking account there is insufficient funds or a free credit limit.

Art.157. The Bank shall not be responsible for the deals, with regard to which the Cardholder performs transactions, using the card.

Art.158. The Bank shall not be responsible upon a refusal of third persons to accept transactions with the card or if the transaction, initiated by the Cardholder, cannot be performed with the card due to reasons beyond the control of the Bank. Art.159. Besides the cases of a proven defect upon card issuance, the Bank is not responsible, when the card cannot be used due to: a mechanical fault; a blocked card; technical problems; untrue notification for destruction, loss or theft of the card.

Art.160. The Bank shall not be responsible for any damages, caused as a result of deactivation of the card according to the contract and the present General terms and conditions.

Art.161. The Bank does not bear responsibility for the refusal of authorization of card payments.

if the notification for destruction, loss, theft, forgery or use in any other incorrect way of the card is incorrect.

Art.162. The card use: with an expired validity term; subject to return to the Bank; of a restricted or forged card, is forbidden and is a grounds for holding him /her liable in a court procedure.

Art.163. With the fact of signing the contract the account beneficiary presents to the Bank the right to announce to the National operator –BORICA and to the international card organization information about the state of the account and the card.

XXX. Additional conditions with regard to the use of CCB online

Art.164. The Bank provides the receipt of payment orders for transfers via the Internet banking service 24 hours a day and every day of the week.

Art.165. The payment orders, received via the Internet banking are performed as follows:

In the actual working hours of the Bank – for payment orders, received during the respective workday;

In the working hours of the Bank on the following workday – for payment orders, received after the working hours of the Bank;

Art.166. The Bank is entitled to set minimum technical requirements to the equipment of the Client for using the service "Internet banking".

Art.167. Upon the performance of transfers to foreign countries via Internet banking, the Client shall provide immediately at the Bank branch, where his/her account is serviced, documents in the original or certified copies, with regard to the grounds for the performance of the transfer, etc., according to the requirements of the Currency Law and other regulatory acts of the Republic of Bulgaria.

Art.168. The Client shall bear responsibility for all unfavorable consequences of wrongly or incorrectly entered and confirmed by him electronic documents and performed bank operations. The Bank does not bear responsibility about any mistakes in the data, completed in the orders, received electronically.

Art.169. The Bank reasonably endeavors to guarantee the security and the prevention of unauthorized access to the electronic services it provides, as well as to the software and hardware, provided by the Bank to the Client.

Art.170. Upon exceptional circumstances the Bank may terminate at any time the provision of a certain electronic service, about which it informs the Client as quickly as possible.

Art.171. The Client shall:

- guarantee that his/her computer, modem and any other device is safe, sufficient and compatible with the standards and requirements, imposed by the Bank;
- perform regular check-ups about viruses and undertakes the necessary activities for protection against them;
- undertake preventative measures in cases of unexpected breakdowns in the system.
- follow the procedures and instructions in the user guides, provided by the Bank, with regard to a certain service, incl. to use the devices for authenticity, provided by the Bank; and
- to inform the Bank as quickly as possible in case he/she learns of a breakdown, a delay, an incorrect operation, a virus or a mistake upon sending or receiving orders or upon an occurrence of a suspicion of a fraud, as well as to render the necessary assistance for limiting the damages at the instructions of the Bank.

Art.172. In case the Client uses certain services under the present contract outside the Republic of Bulgaria, he/she assumes the respective risk, if with his/her activities he /she breaches a law in another country. The software, the security devices or the payment instrument, used with the service, may be subject to copyright and contain security characteristics, such as cryptographic programs, which may be subject of import and export requirements and the use of which may be prohibited by a foreign law.

Art.173. Unless the Bank has informed the Client otherwise, each software, hardware and device, which the Bank provides with regard to an electronic product /service, is licensed for the Client. The copyright and the other rights in the copyright and in the user manual and the other information, which the Bank provides, remain property of the Bank or of the person, which provided the respective license. The Client shall use them exceptionally in relation to the present agreement in a way, which is described in the user manual or in any other information, provided by the Bank. The Client shall not acquire any intellectual property rights to them.

Art.174. The Client shall keep secret the User Manuals with regard to the functioning of the services of the Bank. The Client shall not try to allow third persons:

a) to amend (incl. via modification, decompilation or reversing), copy, use or disseminate software or other elements, provided by the Bank;

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

Art.175. The Client shall compensate the Bank for all expenses, losses, damages or responsibility, incurred by it, due to:

a) a breach of the intellectual property right of a third party by the Client, or

b) a modification of the software by the Client, unless the lessor of the software, respectively the Bank, has stated its preliminary written consent that to be made.

Art.176. The archives, which the Bank maintains for all electronic messages, orders, payments or other transactions, will be the final proof of these messages, orders, payments and transactions and of the time, when they were given or performed

.Art.177. The Client bears responsibility, if upon using Electronic banking he/she gives incorrect instructions or due to a mistake orders a payment to be made more than once.

XXXI. Fees, commissions and interest rates on accounts

Art.178. Upon rendering payment services the Bank calculates, respectively applies fees, commissions and interest rates according to its Tariff on the interest rates, fees and commissions.

Art.179. When the Client is a beneficiary, the Bank is entitled to deduct its charges from the transferred amount, before crediting the account of the Client. In the information, provided to the Client, the value of the payment operation is indicated separately from the amount of the charges, which will be deducted from the Client. Art.180. The fees and commissions for transfers from /to the bank account shall be calculated and collected ex officio by the Bank on the day of performing the transfer

Art.181. The fees for maintenance and management of the bank account are calculated and collected ex officio by the Bank every month. The fee is deducted in advance on the last workday of the month, preceding the month, for which the respective fee is due. In case on the account of the Client there is no sufficient availability for repayment of the Bank's receivables, "unauthorized overdraft" is ex officio applied by the Bank to the portion of the insufficient funds of the Client.

Art.182. For the provision of information beyond the cases, explicitly stipulated in the General terms and conditions, the Bank shall collect ex officio from the Client's account the charge, according to the Tariff.

When the account, for which the information is prepared, has been closed, the Client deposits the due amount at the cashiers at the Bank or performs a book transfer to an account of the Bank.

Art.183. The Client shall pay to the Bank all fees and commissions due under the contract, whereas on the ground of Art.21 of Ordinance № 3 on the conditions and

procedures for the payment operations, he/she agrees the Bank to collect the charges ex officio from all his/her account with the Bank.

Art.184. The interest, when applicable, is calculated to an amount, determined in the Tariff on the balance of the Client's account for each workday.

XXXII. Foreign exchange rates

Art.185. Upon the performance of payment services in a currency other than BGN, the Bank applies the current arbitrage foreign exchange rate (announced by it in the bank rooms), at the moment of performing the payment service, unless otherwise provided.

XXXIII. Right to set off.

Art.186. In case the Bank owes to the Client money on a current, savings or another account, regulated by the present or another contract between the Bank and the Client, and the Client has not paid the due amount, which it owes to the Bank for authorized or unauthorized overdraft, credit card, or any credit agreement between the Bank and the Client, the Bank shall be entitled to use the money, which it owes to the Client for the respective repayment of the liability of the Client to the Bank. The Bank may use this right of set off without preliminary notification to the Client.

XXXIV. General provisions

Art.187. The Contractual relationship between the Bank and the Client shall be governed by the Bulgarian law.

Art.188. The frame agreement is concluded, respectively the communication between the parties during the contract effectiveness shall be in Bulgarian, unless otherwise provided.

Art.189. By submitting an application for a payment services, by signing a contract respectively, the Client declares that:

- 1. The Bank has informed him/her about his/her rights under the Personal Data Protection Act /PDPA/ and information was provided to him/her under Art. 19, para. 1 of PDPA;
- 2. Consents the Bank to process his/her personal data, provided in compliance with the effective legislation, by him and third persons;
- 3. Consents the Bank to provide his/her personal data to third persons cessionaries.

credit bureaus, persons, to whom it was assigned to collect the debt /if any/, etc.;

4. Consents the Bank to be provided with all the Client's personal data, processed by all third persons, including the National Revenue Agency and the National Social Security Institute.

Art.190. By signing the contract the Client gives his/her consent to the Bank to process his/her personal data with the aim of performing the responsibilities of the parties under the contract, statistical and marketing research. The provisions in the present article and article 189 apply to managers and representatives of legal entities.

Art.191. During the effectiveness of the frame agreement the Client is entitled upon request to receive the conditions of the frame agreement, as well as the preliminary information under Art. 41 of the Law on the payment services and payment systems on a hard copy or another long-term carrier (email).

Art.192. The Client is entitled to submit to the Bank a written objection with regard to the provision of payment services under the contract. The Bank shall give an opinion and inform the Client in writing about its decision with regard to the submitted objection within 7 days of its submission. In case the Bank does not give an opinion in the specified term, as well as when its decision does not please the Client, the dispute may be referred for review by the Conciliation Commission for Payment Disputes.

Art.193. The deposits in BGN and foreign exchange are guaranteed by the system for guaranteeing the deposits in banks, effective in the Republic of Bulgaria via the existing Deposit Guarantee Fund, which guarantees the full payment of the deposit amounts of one person in a bank regardless of the number and the amount up to BGN 100

000. The last is not applied to persons, who acquired rights to a deposit as a result of performed dispositive activities with the deposit after the decision of the Bulgarian National Bank /BNB / for revoking the license for bank activity of the commercial bank.

The fund repays the guaranteed amounts of the deposits via a commercial bank, determined by the Management Board. The payment of amounts from the fund shall begin not later than 20

work days from the date of the decision of BNB for revocation of the license. In the presence of exceptional circumstances the fund may extend the specified term by not more than 10

work days.

The guaranteed amounts of the deposits at the Bank shall not be paid to: 1. persons, who were provided with privileged interest conditions in deviation from the conditions announced by the Bank, which it shall apply to its depositors; 2. the nersons

having shares, which provide them more than 5 % of the votes at the General Meeting of the shareholders of the Bank; 3. the members of the Management and Supervisory Board.

respectively of the Board of Directors of the Bank, of the procurators and of the members of its authorities for internal control; 4. the individuals, who are partners in specialized auditing companies, chosen or appointed in compliance with the effective legislation to certify the annual financial statements of the Bank; 5. the spouses and relatives in direct and lateral lineage up to a second degree, including the persons under p. 2, 3 and 4; 6.

The banks, when they are made on their behalf and at their expense; 7. the financial institutions under

Art.3 of the Credit Institutions Act; 8. the insurance companies; 9. the pension and social security funds, with the exception of the funds for additional obligatory pension insurance; 10. the investment intermediaries, when they have been made on their behalf and at their expense; 11. the investment companies of a closed type, the collective investment schemes and the companies with a special investment purpose; 12. the state and the state institutions; 13. the municipalities. 14. the Deposit Guarantee Fund, the Fund for compensating the investors in securities and the Guarantee Fund under Art.287 of the Insurance Code.

No guarantee is provided with regard to deposits that have occurred or are related to transactions and activities, representing "money laundering" in the sense of

Art.2 of the Law on the Measures against Money Laundering, if the performer has been sentenced and there is an effective sentence.

Art.194. The Tariff on the interest rates, fees and commissions of the Bank, hereunder briefly referred to as the "Tariff" is an inseparable part of the present general terms and conditions.

Art.195. The present general terms and conditions, as well as all their editions have been published on the web site of "Central Cooperative Bank" Plc – www.ccbank.bg.

XXXV. In the sense of these General terms:

- 1. "Value date" is the reference date, used by the provider of payment services for calculating the interest on funds, with which the payment account was debited or credited. When there is no negotiated calculation of interest on the payment account, the value date is the date, on which the provider of payment services shall debit or credit the payment account.
- 2. "Performance date" means:
- a) upon transfer orders for a credit transfer the date, on which the Bank debits the account of the Client for the performance of a transfer, in case there are sufficient funds for the transfer and the due bank charges;
- b) upon transfer orders in BGN for a direct debit the date, on which the Bank submits the message to the payer's bank, if the Client has provided funds for the performance of the due bank charges:

performance of the due bank charges; When the Client has not indicated "performance date" it is assumed that the performance date is the date of accepting the document. If on the date of performance no funds were provided for the transfer and the charges, the bank refuses the performance of the order and does not perform it on another date.

The performance date shall not precede the date for accepting the order for performance.

Upon FX transfers the value date of the transfer shall not precede the performance date

performance date.
3. "Direct debit" is a payment service for debiting the payment account of the payer,

when the payment operation is made at the initiative of the beneficiary based on a consent, given by the payer to the beneficiary, to the provider of payment services of the beneficiary or the provider of payment services of the payer.

- of the beneficiary or the provider of payment services of the payer.

 4. "Long-term carrier" is any instrument, which allows the user of payment services to keep the information addressed to him/her in a way, accessible for subsequent inquiries, for a period of time, sufficient for the purposes, for which the information is provided and which allows the unchanged reproduction of the kept information. Long-term carriers are considered print-outs from devices for printing account statements, diskettes, CD-ROM, DVD, computer hard disks, on which electronic messages may be kept, as well as web sites, which are accessible for subsequent inquiries, for a term, sufficient for reference purposes and allowing the unchanged reproduction of the kept information.
- 5. "Transfer order" in the payment system is any order of a participant in the system to provide at the disposal of the beneficiary an amount via crediting the accounts with the Bank, the central bank or a settlement agent or any other order, leading to the assuming or performance of a liability for payment according the system rules.

- 6. "Invalid unique identifier" is an identifier, which does not correspond to the standardized requirements, if any.
- 7. "Unauthorised overdraft" is the unauthorized exceeding of the payments over the account balance, upon ex officio operations by the Bank.
- 8. "Payment instrument" is a personalized device /devices
- and/or a set of procedures, negotiated between the user of payment services and the provider of payment services and used by the user of payment services with the aim of submitting a payment order.
- 9. "Payment account " is an account, maintained in the name of one or more users of payment services, used for the performance of payment operations.
- 10. "Payment order " is any order from the payer or beneficiary to the provider of payment services, with which the performance of the payment operation is ordered.
- 11. "Payer" is an individual or a legal entity that is a beneficiary of a payment account and makes the payment order from this account, and whenever there is no payment account an individual or a legal entity, which gives the payment order.
- 12. "Beneficiary" is an individual or a legal entity, determined as a final beneficiary of funds, which are subject of the payment operation.
- 13. "User" is an individual user of a payment service, which under contracts for the provision of payments services carries out an activity, other than his/her commercial or professional activity.
- 14. "Work day " is the day, on which the respective provider of payment services of the payer or the provider of payment services of the beneficiary, which participate in the performance of the payment operation, carry out an activity, necessary for the performance of the payment operation.
- 15. "Reference interest rate" is the interest rate, used as a basis for calculating the applicable interest rate and which stems from a generally accessible source, which may be checked up by the two parties under the contract for the provision of the payment service.
- 16. "Reference exchange rate" is the exchange rate, used as a basis for calculation upon foreign exchange, which is provided by the provider of payment services or by a generally acceptable source.
- 17. The "Tariff" is the Tariff on the interest rates, fees and commissions of the Bank
- 18. "Unique identifier " is a combination of letters, digits or symbols, announced by the provider of payment services to the user of payment services, which has to be provided by the user of payment services upon performance of the payment operation,

in order to determine in a straightforward manner the other user of payment services and/or his/her payment account.

The present general terms have been approved and enter into force from 01.11.2009.

I received on time and became acquainted with the General Terms and Conditions of "Central Cooperative Bank" Plc to a framework contract for opening and maintenance of bank payment accounts and performance of payment operations, containing preliminary information, according to Art. 41 of the Law on Payment Services and Payment Systems.

ignature:	
ersonal and family name:	
ate:	