

FRAMEWORK AGREEMENT

This Agreement is made today,, in, by and between:

ProCredit Bank (Bulgaria) EAD, UIC 130598160, having its seat and registered office at: 1303 Sofia, 26 Todor Aleksandrov Blvd., e-mail: contact@procreditbank.bg, on the one side, hereinafter referred to as “BANK”, and

and, PIN

Permanent / current address:

on the other part, hereinafter referred to as “CLIENT”, pursuant to section III of Chapter Four of the Payment Services and Payment Systems Act, it is hereby agreed as follows:

1. On the legal basis of section III of Chapter Four of the Payment Services and Payment Systems Act and in connection with the expressed desire of the CLIENT to benefit from payment services provided by the Bank, this Framework Agreement was executed, by which the parties agreed as follows:

1.1 The BANK opens and keeps in the name of the CLIENT a bank current account, a savings account FlexSave and/or a term deposit, requested by the CLIENT;

1.2 The CLIENT agrees for the first bank current account and FlexSave savings account opened by the BANK in his/her name to be assigned IBAN numbers generated by the Bank *ex officio*;

1.3 The BANK issues a debit card/s and registers the CLIENT's name in Prob@nking – the Internet system of the BANK.

2. The CLIENT is informed and agrees that, by using Prob@nking/the mobile application/the online platform of the BANK, the request for the respective payment service registered by him/her after being fulfilled on the part of the BANK will have the character of an agreement executed with the BANK.

3. For the use of a current/other type of account and the payment services provided, the CLIENT owes fees and commissions in accordance with the Tariff of the BANK for Natural Persons/Legal Entities, which shall be charged and collected *ex officio* by the BANK in accordance with the procedure, time-limits and method, set out in the effective Tariff for Natural Persons/Legal Entities and the General Terms and Conditions for Payment Services (GTCPS). If the available balance on the account of the CLIENT is insufficient to pay the monthly fees due, the CLIENT in the capacity as owner/managing director gives his/her consent for the fees/commissions to be deducted from the bank accounts of the legal entities represented thereby.

4. The BANK shall make available information to the CLIENT regarding the operations performed on its accounts, in accordance with the GTCPS of the BANK and Advance information under the procedure of Article 8, Chapter Three et seq. of the Distance Marketing of Financial Services Act (DMFSA) and under the procedure of Article 60 et seq. of the Payment Services and Payment Systems Act (PSPSA).

5. The CLIENT declares that he/she has ☐/does not have ☐ other opened payment accounts for basic operations at other banks.

6. The CLIENT gives his/her consent to the BANK to send all letters, notifications, communications and other documents, addressed to him/her via Prob@nking – the Internet system of the BANK.

7. This Framework Agreement enters into effect from the date of its signing, it is not limited by a term and may be terminated under the conditions and time limits, described in the GTCPS of the BANK, in the Advance information under the procedure of Article 8, Chapter Three et seq. of the Distance Marketing of Financial Services Act, in Article 60 et seq. of PSPSA.

8. By the act of signing this Framework Agreement, the CLIENT declares that prior to its execution he/she had received Advance information under the procedure of Article 8, Chapter Three et seq. of the Distance Marketing of Financial Services Act and in Article 60 et seq. of PSPSA, a draft of the Agreement, the General Terms and Conditions of Payment Services/Tariff, the Interest Rate Bulletin, the Currency Bulletin of the Bank and the Information Bulletin of the assignors, in their current version as of that moment, he/she has reviewed their content, agrees and accepts them as integral part of the framework agreement executed.

I declare that I accept the General Terms and Conditions of the Payment Services/Tariff, the Interest Rate Bulletin, the Currency Bulletin of the Bank and the Information Bulletin of the Bank in hard copy, which were made available to me on durable carrier, in compliance with the PSPSA, in view of their availability at the Bank's website – www.procreditbank.bg and would like for the performance of the agreement to commence from the date of its signing

9. The CLIENT declares that:

9.1 The data provided thereby is true, full and voluntarily made available. I undertake to inform the BANK of any changes in the data and circumstances provided and in case of omission to provide, respectively of untimely provision of information or of changes occurring in it, the BANK will be relieved of liability for performance/non-performance, incl. for any inaccurate performance of the service requested by the CLIENT.

9.2 The origin of the funds under Article 9.2, paragraph 66 of the Measures Against Money Laundering Act (MAMLA) to be received in his/her bank accounts is as follows:

.....

9.3. Falls ☐/does not fall ☐ into the category of persons designated as politically exposed persons under Article 36, paragraph 2 and is ☐/is not ☐ a related person to persons designated as politically exposed persons under Article 36, paragraph 5 of MAMLA.

I am familiar with the categories of politically exposed persons/persons related to politically exposed persons, as described in Appendix 1, which forms an integral part of this agreement.

9.4 Over the last 12 months: I have ☐/have not ☐ fallen into the category of persons designated as politically exposed persons under Article 36, paragraph 2 and have ☐/have not ☐ been a related person to persons designated as politically exposed persons under Article 36, paragraph 5 of MAMLA.

I am familiar with the categories of politically exposed persons/persons related to politically exposed persons, as described in Appendix 1, which forms an integral part of this agreement.

9.5 The personal data I voluntarily made available is correct.

I am informed that my personal data will be collected, processed, stored and provided to/from third parties by the BANK in connection with this Framework Agreement and the contractual relations arising herefrom in accordance with the terms and conditions laid down

in EU Regulation 2016/679, the effective Bulgarian legislation and the Privacy Policy of the Bank, as well as with my options for exercising my rights to personal data protection.

9.6 I am informed that when activating a package service, which includes banking services/a credit relationship, fees and commissions are due according to the current Tariff of the Bank.

9.7 I give my explicit consent in connection with the entry into a legal relationship with the BANK, where in the framework of the relations, arising in the period of this Framework Agreement, the BANK will have the right to seek and receive information, necessary to ascertain my creditworthiness from any possible and accessible data base, including but not limited to: BNB Central Credit Register, National Health Insurance Fund, the register of employment relations at the National Social Security Institute, the Property Register, etc.

9.8 I am aware of the criminal liability borne under Article 313 of the Criminal Code for declaring false data.

FOR THE BANK:

FOR THE CLIENT:

Today,..... at, I checked the presented ID document on the website of the Ministry of Interior and established that the presented document is valid.

Employee:

.....
Specialist in Customer Relations with
Individual Clients

/full name, position/ Signature:

Appendix No1
to Framework Agreement for
Payment Services

List of categories of politically exposed persons/persons related to politically exposed persons

I. Categories of politically exposed persons under Article 36, paragraph 2 of the MAMLA:

1. heads of State, heads of government, ministers and deputy ministers or assistant ministers;
2. members of parliament or of other legislative bodies;
3. members of constitutional courts, high courts or other high judicial authorities issuing decisions which are not subject to further appeal except in exceptional circumstances;
4. members of a national audit office;
5. members of management bodies of central banks;
6. ambassadors and heads of diplomatic missions;
7. high-ranking military officers;
8. members of administrative, managing or supervisory authorities of state-owned enterprises and companies having the State as the sole owner;
9. municipality mayors and deputy municipality mayors, borough mayors and deputy borough mayors and chairpersons of municipal councils;
10. members of the governing bodies of political parties;
11. heads and deputy heads of international organisations, members of the management or supervisory bodies at international organisations or persons performing an equivalent function in any such organisations.

II. Categories of persons related to politically exposed persons under Article 36, paragraph 5 of the MAMLA:

1. spouses or *de facto* cohabitants;
2. the first-degree descendants and the spouses or the *de facto* cohabitants thereof;
3. the first-degree ascendants and the spouses or the *de facto* cohabitants thereof;
4. the second-degree correlative relatives and the spouses or the *de facto* cohabitants thereof;
5. any natural person who has joint beneficial ownership with a person under paragraph 2 of a legal entity or other legal arrangement or is in other close commercial, professional or other business relationships with a person under paragraph 2;
6. any natural person who has sole ownership or sole beneficial ownership of a legal person or other legal arrangement which is known to have been set up for the benefit of a person referred to in paragraph 2.

The categories defined in Article 36, paragraph 3 of the MAMLA include, *mutatis mutandis* and if applicable, positions in the institutions and bodies of the European Union and in international organisations.