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 (PSPSA) and in connection with the CLIENT’s Request for Banking Services for the use of payment services provided by the BANK, and for the purpose of governing the relations between the BANK and the CLIENT and the procedure for the provision of payment services, including the rights and obligations of the Parties set out in the BANK’s General Terms and Conditions for Payment Services for Private individuals (GTCPS), which form an integral part of this Agreement, this Framework Agreement is hereby concluded, in which the Parties agree 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 BANK issues a debit card/s and registers the CLIENT’s name in the BANK’s Prob@nking internet banking service and/or the BANK’s ProCredit Mobile mobile banking service.
2. The CLIENT is informed and agrees that, by using Prob@nking and/or ProCredit Mobile, a request registered by the CLIENT for the relevant payment service shall, upon its execution by the BANK, constitute a contract concluded 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 private individuals (the Tariff), 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 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 gives his/her consent to the BANK to send all letters, notifications, communications and other documents addressed to him/her via the Prob@nking internet banking service and/or to an e-mail address specified by the CLIENT.
6. 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.

7. By 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 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 for depositors, in their current version as of that moment, he/she has reviewed their content, agrees and accepts them as an integral part of the Framework Agreement executed, and with regard to their physical provision at the time of execution of the Agreement declares as follows:

☐ I received a copy of the General Terms and Conditions for Payment Services/the Tariff, the Interest Rate Bulletin, the Currency Bulletin of the Bank and the Information Bulletin for depositors in paper form.

☐ I do not wish to receive the General Terms and Conditions for Payment Services/the Tariff, the Interest Rate Bulletin, the Currency Bulletin of the Bank and the Information Bulletin for depositors in paper form, and I acknowledge that they have been provided to me on a durable medium in accordance with the PSPSA by being made available on the Bank's website at www.procreditbank.bg.

8. The CLIENT declares that:

8.1 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.

8.2 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: …….

8.3 I am informed that my personal data will be collected, processed, stored and disclosed to/by third parties by the BANK in connection with this Framework Agreement and the contractual relations arising therefrom, in accordance with the terms and conditions laid down in Regulation (EU) 2016/679, the applicable Bulgarian legislation and the Bank's Privacy Policy, and that I may exercise my rights relating to the protection of my personal data.

8.4 I am informed that, upon activation of a package service comprising banking services and/or a credit relationship, fees and commissions shall be payable in accordance with the Bank's applicable Tariff.

8.5 I am aware of the criminal liability under Article 313 of the Criminal Code for declaring false information.

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: