

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

These General Terms and Conditions shall regulate the general contractual relations between TEXIM BANK AD /the Bank/ and its customers in connection with the opening and keeping bank payment accounts and executing payment transactions. The General Terms and Conditions have been adopted pursuant to the Credit Institutions Act /CIA/, the Payment Services and Payment Systems Act /PSPSA/ and the Internal Rules of TEXIM BANK AD. The General Terms and Conditions shall govern the execution of payment operations and set the procedure for opening and keeping a payment account between the Bank, as a provider of payment services, and the user of payment services /the Customer/, unless other terms and conditions have been expressly agreed upon.

I. Information about TEXIM BANK AD

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

Website: www.teximbank.bg;

Customer Service Center: 02/903 55 00 and 0700 10 115, e-mail: info@teximbank.bg

TEXIM BANK AD holds a license to carry out banking activities, including as a payment service provider. The activity of the Bank is regulated by the Bulgarian National Bank, located at: 1 Knyaz Alexander Battenberg Square, Sofia.

II. General Provisions

Art. 1. For the execution of payment operations, the Bank and the Customer shall conclude a framework agreement for opening a payment account, an integral part of which are these General Terms and Conditions. Before concluding a framework agreement for opening a payment account and using the payment services provided by the Bank, the Customer is required to become familiar with these General Terms and Conditions.

Art. 2. (1) When concluding a payment account framework agreement, as well as when using the payment services provided by the Bank, the Customer must be properly identified in compliance with the regulatory requirements, Ordinance 3 of the BNB and the Anti-Money Laundering Measures Act (AMLMA), as and the identification procedures applied by the Bank depending on the means of communication used.

Art. 3. The Bank shall provide its customers with the following payment services:

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

Art. 4. The Bank shall not control the subject matter and the lawfulness of the transaction in connection with which the payment service is provided, unless otherwise is provided by law or under the agreement with the Customer.

Art. 5. In connection with the payment transactions made on the account, the Customer of the Bank may act as a payer and/or beneficiary.

III. PAYMENT ACCOUNT OPENING

Art. 6. (1) The Bank shall open and maintain the following types of payment accounts:

1. current accounts for keeping money and executing payment operations; interest on current accounts is charged once a month, except when the account is being closed, where the interest is to be charged and paid on the day the account is closed;
2. payment account with basic features – for keeping money in BGN and providing services according to Art. 118 PSPSA, including under the provisions of Art. 120a PSPSA;
3. deposit accounts – for keeping money, payable on a certain date (maturity date) or under other pre-agreed payment terms, as well as which are kept under the terms and conditions of the relevant deposit product;
4. savings accounts – for keeping money, where the interest on the account is charged once a year;
5. escrow accounts – for keeping money provided for the establishment or increase of the capital of a legal entity;
6. special accounts – for keeping money of legal entities declared liquidation or bankruptcy;
7. accounts of budgetary organizations – according to the procedure and under the terms and conditions as instructed by the

Minister of Finance and the BNB Governor in compliance with the Public Finance Act;

8. special (customer) accounts according to PSPSA or the Markets in Financial Instruments Act (MFIA), respectively, for depositing the customers' funds to payment institutions or investment intermediaries; to private enforcement officers, lawyers/law firms, insurance brokers/agents, notaries, etc.;

9. other types of money keeping accounts, which are serviced under terms and conditions defined in the relevant framework agreement for opening a payment account.

(2) The type of account and the specific conditions for keeping and servicing it, other than those laid down in these General Terms and Conditions, shall be expressly agreed upon in the framework agreement for opening a payment account.

Art. 7. The Customer shall be bound to comply with the requirements for having a minimum balance on a payment account as laid down in the Tariff. In the event that the balance on the payment account falls below the minimum established balance according to the requirements of the Tariff, the Bank shall notify the Account Holder of the need to bring the balance in line with the agreed upon limit within 7 days of the notification. In the event that the balance is not brought in line with the agreed upon limit within the specified period, the Bank may unilaterally, without notice, terminate the agreement.

Art. 8. (1) The Account Holder can be any local or foreign natural or legal person, budgetary organization, condominium, company under Art. 357 of the Obligations and Contracts Act or another legal entity.

(2) A bank account shall be opened in person by the Customer, by the Customer's legal representatives or through persons authorized by them, and after the Bank has identified the customer, the customer's legal representatives and beneficial owners and the persons authorized by them, where applicable. For the purpose of identification, the following documents and information must be provided:

1. Official identity document of the customer, the legal representatives, the beneficial owners and the attorneys, which must contain the following information: their names, date and place of birth, official personal identification number or another unique element of identification, validity period, customer's photo, citizenship, country of residence and address (PO Box is not sufficient).

2. For the persons referred to in (1) who have more than one citizenship, an official identity document for each citizenship that the person possesses should be presented.

3. Original(s) of official document(s) certifying the registration and the current status of the circumstances registered for the Customer who is a legal person or another legal entity, issued by the competent authority according to its national legislation, which may, along with the circumstances regarding the name, legal organizational form, headquarters, registered office and correspondence address, current nature of operations, period of existence, control bodies, management and representation bodies, type and composition of the collective management body, structure of ownership and control, main place of business, serve for certifying the persons who manage and represent it and the method of exercising their representative authority;

4. Copy of the current articles of association / company contract / constitutional deed / other founding document of the Customer who is a legal person or another legal entity;

5. Duly completed questionnaires and/or declarations according to the Bank's model or as provided for in the applicable legal act, signed by the Customer.

6. The Bank shall be entitled to request other necessary documents and information when entering into business relations (including, but not limited to, completed questionnaires and/or declarations according to the Bank's model or provided for in an applicable regulatory act) with a view to complying with its obligations under the Anti-Money Laundering Measures Act (AMLMA) and other applicable legislation, including those related to the countries in which the Account Holder is a resident for tax purposes, the purpose and nature of the relations with the Bank, clarification of the origin of the funds, the source of wealth (where applicable), etc., whereby the Customer is required to provide the requested information and documents.

7. In the case of already established business relations with the Customer, in view of the Bank's right to request other documents and information necessary in connection with subsequent (regular) identification and verification of the identification of the Customer and identification and verification of the identification of the Customer's beneficial owner(s), including but not limited to identification of the Customer's representatives and/or attorneys, and/or the structure of its capital, as well as in connection with opening, servicing, executing operations from or to, and/or closing the Customer's Bank Account, the Account Holder undertakes to provide the documents and information requested by the Bank at its discretion. The data may also be requested by sending an electronic statement to the e-mail addresses provided by the Customer and/or to the last e-mail addresses specified in the Customer's file in a public/official register ("Customer's e-mail"), and/or through the Bank's electronic banking channels used by the Customer, and/or by using another durable medium.

Art. 9. The Bank may refuse to open a payment account or issue a payment instrument to it without any obligation to give reasons. An exception to this rule is the payment account with basic features. The Bank may refuse to open a payment account with basic features of a user if the latter already holds: a payment account with basic features kept with the Bank or another bank on the territory of the country; or more than one payment account, through which the user can use all the services referred to in Art. 118(1) PSPSA, kept with the Bank or by another bank on the territory of the country, unless that user has been notified that that account is to be closed. The Bank shall refuse to open a payment account with basic features

when the opening of such an account would lead to a violation of the provisions established in the legislation on preventing the use of the financial system for the purposes of money laundering and terrorist financing.

IV. Orders Made to the Bank

Art. 10. (1) The Customer may submit the following orders to the Bank:

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

Art. 11. The payment order may be produced in writing on paper or electronically if this is agreed by and between the parties. The payment orders shall be executed in their entirety and in the chronological order of their receipt at the Bank. Prior to executing an order filed by the Customer, the Bank shall take measures to establish that the order is submitted by the Customer and that the order is clear and unambiguous.

Art. 12. The order or consent of the Customer for the execution of a payment transaction shall be treated by the Bank as being submitted in person by the Customer or by a person authorized by the Customer when:

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

Art. 13. The Bank shall assume that the information given in an order submitted to it is accurate except in the case of an obvious mistake. In particular, it shall assume as accurate the quoted exact number of the account to be debited or credited except in cases where it finds that there is a discrepancy in the data on the payment order (IBAN, BIC (if the payment order is for services in a non-EU member-state) or names of the holder and/or the beneficiary) and those in the Bank's information system. In this case, the Bank shall be entitled not to execute the payment order until the discrepancy has been eliminated.

Art. 14. The Bank shall be entitled to refuse to execute a certain order, including a payment order, or to credit the Customer's account, in case of restrictions according to the current legislation, the applicable rules for the execution of the relevant payment operation and the agreed terms and conditions under which the account is maintained, including in the cases provided for in Art. 12 and Art. 13 of the General Terms and Conditions.

Art. 15. The Bank may also refuse to execute a specific order, including a payment order, or credit the Customer's account when it has reason to believe that the execution of the order would expose the Bank to a risk of sanctions or administrative coercive measures by any government, regulatory bodies or enforcement authorities.

Art. 16. If the Bank has reasons to believe that the execution of an order, including a payment order, would be detrimental to its reputation, the Bank shall refuse to execute the order or to credit the Customer's account, respectively.

Art. 17. Any payment from a payment account of the Customer shall be made only upon an order or with the prior consent of the Customer up to the amount and under the conditions set by the Customer. The foregoing shall not apply to enforcement measures in accordance with the procedure established by the law.

Art. 18. (1) The Bank shall allow the provision of information to an attorney, as well as disposal of funds on the account and opening, modification and closure of accounts by a attorney in the name and on behalf of the Customer only upon the presentation of a power of attorney with a notarized authorizer's signature or if the signature the authorizer has been affixed in the Bank in the presence of the Bank's notified officers.

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

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

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

(5) When the Account Holder has explicitly stated in the Account Opening Request that the latter does not intend to authorize a

third party to manage the accounts, the power of attorney shall not be accepted and the actions shall not be performed until the receipt of the Account Holder's consent, provided in person by the latter in an office of the Bank and recorded in writing in the Account Opening Request or any other document in the Customer's file.

Art. 19. The order or the consent to execute a payment transaction or a series of payment transactions shall be given by the Customer prior to the execution of the transaction by submitting to the Bank of payment documents drawn up by the Customer in the provided form or by a provider of payment initiation services.

Art. 20. The Customer's order or consent to execute a payment transaction may be withdrawn by the Customer at any time but no later than the moment the payment transaction becomes irrevocable as follows:

1. The Customer may not cancel the payment order after it has been received by the payment service provider of the payer.
2. Where the payment transaction is initiated by a payment initiation service provider or by or through the beneficiary, the payer may not cancel the payment order after its transmission or after giving consent to the execution of the payment transaction in favour of the beneficiary.
3. Where the Customer and the Bank agree that the payment order is to be executed on a certain day or on the day following the expiration of a certain period or on the day on which the payer provides its payment service provider with the necessary funds to execute the order, the Customer may cancel the payment order at the latest by the end of the business day preceding the agreed day.
4. In the case of direct debits, the payer may cancel the payment order at the latest by the end of the business day preceding the agreed day of debiting the account.
5. The Bank shall be entitled to charge a fee for the cancellation of a payment order by the Customer in accordance with the Bank's Tariff effective as at the date of cancellation.
6. Upon withdrawal of consent to execute a series of payment transactions, all future payment transactions shall be considered unauthorized.

Art. 21. The Bank shall accept and execute payment orders containing the requisites specified below. The requisites of the orders for operations are also applicable when they are executed in different currencies, provided that the Bank is a payment service provider for both the originator and the beneficiary in the particular payment transaction.

V. Payment Order Components

Art. 22. Any deposit slip submitted to the Bank must contain: name of the Bank; date of submission; depositor's signature; beneficiary's name; beneficiary's international bank account number (IBAN); type of currency; amount of the payment transaction (in figures and in words); depositor's name (full name of the physical depositor of the amount); reason for depositing.

Art. 23. Any cash withdrawal order submitted to the Bank must contain: name of the Bank; date of submission; signature(s) of the persons who are entitled to dispose of the Customer's account; name of the originator/Customer; international bank account number (IBAN) of the originator/Customer; currency; amount of the payment operation (in figures and in words); full name, PIN/FIN and details of the identity document of the person authorized to receive the amount in cash, if any; the seal of the originator if the latter is a legal entity and has declared that it will use such person; recipient- signature of the person submitting the document.

Art. 24. (1) Any credit transfer payment order in BGN submitted to the Bank must contain: name of the Bank; date of submission of the payment order; Customer's signature(s); Customer's name; international bank account number (IBAN) of the Customer's account; beneficiary's name; beneficiary's international bank account number (IBAN); amount of the payment transaction (in figures and in words); currency; execution date; reason (information for the beneficiary); additional explanations; payment system and/or execution service through which the customer wants the transfer order to be executed, e.g. RINGS, BISERA, instant Blink transfer.

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

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

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

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

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

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

Art. 25. Any payment order/deposit slip submitted to the Bank for payments to/from the budget must contain: name of the

Bank; submission date; signature of the originator/depositor and seal for the legal entities, if they use such; name of the beneficiary's bank; beneficiary's name; beneficiary's international bank account number (IBAN); amount of the payment operation; currency; reason for payment; liable person; UIC/BULSTAT, respectively PIN/FIN of the liable person; name of the ordering legal entity/name of natural person; originator's international bank account number (IBAN); payment system; fees - allowed for shared expenses only; execution date.

Art. 26. The consent for direct debit in BGN submitted to the Bank must contain: name of the Bank; date of submission of the document; Customer's name; Customer's signature; Customer's international bank account number (IBAN); beneficiary's name; maximum amount up to which the consent recipient can initiate direct debit payment orders; validity period of the consent; conditions under which consent is given.

(2) By agreement between the Customer and the Bank, the direct debit consent may also contain further information.

Art. 27. (1) Any direct debit payment order in BGN submitted to the Bank must contain: name of the Bank; submission date; signature of the beneficiary - originator; Customer's name; Customer's international bank account number (IBAN); amount of the payment transaction; currency; basis (information for the beneficiary); additional explanations; name of the originator - beneficiary of the amount; international bank account number (IBAN) of the beneficiary of the amount; execution date.

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

VI. Amounts Transferred and Received on a Payment Order

Art. 28. The Bank is required to transfer the amount of the payment transaction without deducting any fees from it. In the cases where the Customer has indicated in the payment order for credit transfer in foreign currency outside the European Economic Area that all bank commissions/fees shall be borne by the beneficiary, including those of the Bank, the latter shall transfer the amount of the payment transaction less the fees due to the Bank.

Art. 29. The Bank shall perform the transfer from the Customer's account with the funds available therein, covering the amounts of the ordered transfer, the due fees and commissions and the minimum required balance according to the Tariff.

Art. 30. No partial transfers on individual payment orders or direct debit requests shall be allowed.

Art. 31. In deciding whether or not the Customer has the necessary funds available in its designated account with the Bank for making a credit transfer, the Bank shall:

- (a) sum up the available balance on the Customer's account and the overdraft limit provided by the Bank (if any); and
- (b) reduce the above amount by the payments that the Customer has ordered the Bank to perform from this Customer's account and which the Bank has not yet performed (including all amounts of payments from a Customer's bank card which the Bank has authorized), as well as the bank commissions due by the Customer.

Art. 32. The Bank shall not take into account any regular future proceeds on the Customer's account, as well as any proceeds received after the Bank has decided not to make a payment on the Customer's payment order.

Art. 33. In the event that the Customer orders a credit transfer from its account which does not have the necessary funds available on the date the payment is to be made, the Bank shall refuse to make the payment.

Art. 34. In the event that on a certain day the Customer orders the Bank to make two or more payments from one of its accounts, but the Customer does not have the necessary funds available to execute all the ordered payments, then the Bank shall execute the payments in the chronological order of their receipt in the Bank.

Art. 35. (1) The Customer unconditionally and irrevocably consents and authorizes the Bank to block ex officio the funds on the Customer's account, without notifying the Customer beforehand and/or requiring the Customer's consent, in the following cases:

- a) When there is information, doubt and/or suspicion that illegal access to the account has been carried out by a person other than the Customer or there has been an attempt to carry out such access;
- b) When there is information, doubt and/or suspicion that the funds subject to blocking have been deposited in the account as a result of an error, abuse of rights, fraud, computer crime and/or as a result of other illegal action or without legal basis;
- c) When there is doubt and/or suspicion of money laundering, terrorist financing or the presence of funds of criminal origin /in accordance with the relevant provisions of the applicable legislation/;
- d) When there is information that the funds on the Customer's account are related to natural persons or legal entities, organizations, entities or countries/jurisdictions against which sanctions have been imposed or which are not allowed to provide financial services pursuant to UN Security Council resolutions or acts and decisions of European Union bodies adopted in connection with combating the terrorist financing and preventing the proliferation of weapons of mass destruction or in connection with the pursuit of other objectives of the international community, or against which sanctions have been imposed from the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC).

(2) The funds shall remain blocked until the reason for the blocking disappears and/or until receiving relevant instructions from a competent authority in this regard, as in the cases under the previous paragraph (a), the Bank may request the Customer to confirm the authenticity of this payment order (written or verbal), and the Bank shall not process it until it receives such confirmation from the Customer.

Art. 36. In the event of ordering a cross-border payment, the Customer shall provide the Bank with the information specified in Article 23 of the General Terms and Conditions to help identify the bank and the account for which the payment is intended. In the event that the Customer fails to provide this information, the Bank shall make efforts to obtain it using its own sources, charging the Customer with additional commission for that service. The Bank shall notify the Customer of the amount of the commission before processing the payment order.

Art. 37. (1) If the Customer orders a payment in a currency other than EUR in favour of a beneficiary whose account is with a bank in the European Union, the Bank shall provide that the amount of any such payment reaches the payment institution of that person within 4 business days after the receipt of the Customer's payment order. The payment institution, upon receiving such a payment, shall be required to credit the beneficiary's account opened with it on the day it receives the payment.

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

Art. 38. When making an international payment, the Bank shall act in the name and on behalf of the Customer, in respect of which the Customer and the beneficiary must have fulfilled all local legal requirements in relation to the payment. In the event that the Bank pays appropriate costs as a result of non-performance of this obligation, the Customer shall be required to reimburse the Bank and to compensate the Bank for the losses incurred.

Art. 39. If an intermediary bank is required to execute cross-border payments, the Bank shall designate the intermediary bank.

Art. 40. In the event that the customer orders the cancellation of a payment order deposited with the Bank, the Bank shall send to the payment institution of the beneficiary the respective notification of the cancellation of the credit transfer for which the Customer shall be additionally charged as beside the Bank's commissions the Customer shall bear the commissions of the beneficiary's payment service provider for such an adjustment or cancellation of the transfer. Cancellation and return of a credit transfer ordered by the Customer shall only be possible with the consent of the beneficiary of the transfer.

Art. 41. (1) In the event that the Customer orders a cross-border transfer for a beneficiary whose account is opened with a payment institution within the European Union, the payer and the beneficiary shall pay the respective commissions to their banks.

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

Art. 42. In accordance with the international and local law, the Bank shall execute the received credit transfers if the electronic message for the transfer also contains the minimum information required for the payer/originator of the transfer, namely: (a) name, exact address and bank account number of the payer, or: (b) name, exact address and the unique identifier of the payer. "Unique Payer Identifier" means: National Identity Number /NIDN/; Alien Registration Number /ARNU/; Passport Number /CCPT/; Tax Identification Number /TXID/; Driver's License Number /DRLC/

For transfers from countries in the Community, the address information is not required. For other transfers, the address may be replaced with the following information: date and place of birth of the payer, customer identifier or payer national identifier. Customer Identification Number means: Customer Identification Number /CUST/; Employer Number /EMPL/; International Business Entity Identifier /IBEI/; Social Security Number /SOSE/.

Art. 43. In the event that the Bank receives a credit transfer in favour of the Customer which lacks the above information about the payer, the Bank shall be entitled to suspend its execution and request the requisite information from the originator's payment institution whereby the Bank shall delay the execution of the received transfer until it receives from the originator's payment institution a new communication specifying the missing information about the payer. In case the payer's payment institution fails to provide the Bank with the requested information within a reasonable time, the Bank shall reserve the right to return the transfer back to the payment institution of the payer.

Art. 44. (1) The Bank shall be entitled to deduct the fees due by the Customer from the amount received under the payment order before crediting the Customer's account. The amount of the payment transaction is indicated to the Customer separately from the amount of the fees that are to be deducted from it.

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

Art. 45. (1) In the event that the Bank receives a cross-border credit transfer containing the necessary information about the payer pursuant to Art. 42, correctly specifying the name and the bank account of the Customer with the Bank, the Bank shall execute the received payment order by crediting the Customer's account with the amount of the transfer with a value date

which is not later than the business day on which the Bank's account has been credited with the amount of the credit transfer.
(2) The Bank shall immediately make the amount available to the Customer - beneficiary of the credit transfer - after making sure that the Bank's account has been credited with the amount of the credit transfer when, on the part of the Bank:

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

Art. 46. TEXIM BANK AD shall consider that the received cross-border transfers from other banks in favour of customers of TEXIM BANK AD have entered the Bank on the current business day if the time of receipt registered by SWIFT is by 7:00 p.m. The cross-border transfers received by TEXIM BANK AD from other banks in favour of customers of TEXIM BANK AD shall be considered to have been received by the Bank on the following business day when the time of receipt registered by SWIFT is after 5:00 p.m.

Art. 47. In the event that the Bank receives a cross-border credit transfer in favour of the Customer, stating that the Customer must bear the bank commissions of the Bank for the received transfer (SHA or BEN billing code), upon crediting the Customer's account with the Bank with the amount of the transfer, the Bank shall debit ex officio by a separate transaction the same account of the Customer with the Bank's commissions for the receipt of the transfer.

Art. 48. In the event that the Bank receives a cross-border credit transfer in favour of the Customer indicating that all bank commissions shall be borne by the ordering party (OUR billing code), the Bank shall credit the specified Customer's account with the Bank with the amount of the transfer and shall not charge the Customer with commissions for receiving cross-border foreign currency transfer. The Bank shall require the payment institution sending the credit transfer to pay the Bank's commissions for the transfer at the expense of the payer. In the event that within 1 (one) month from the date of the request, the Bank does not receive the full amount of the due commissions, the Bank shall reserve the right to withhold them from the Customer by debiting its account with the Bank ex officio.

Art. 49. In the event that the Bank receives a credit transfer in favour of the Customer in a currency other than the currency of the beneficiary's account, the Bank shall perform the received transfer by applying the current arbitrage exchange rate (declared by the Bank at the bank offices) at the time of crediting the designated beneficiary's account, unless otherwise agreed.

VII. Payment Order Receipt

Art. 50. The time of receipt of a payment order is the time when the Bank receives the payment order submitted directly by the payer or indirectly by or through the beneficiary in the relevant office of the Bank or electronically when using the Internet/Mobile Banking service (see below) or through a payment initiation service provider.

Art. 51. When the time of receipt is not a business day for the Bank, the payment order shall be deemed to have been received on the following business day, except for intrabank transfers via the Internet Banking system and Instant Blink Transfers.

Art. 52. Payment orders on paper are accepted within the working hours for customers, while orders filed by Internet/Mobile Banking users, as well as payments made by a payment initiation service provider – 24h without interruption and without non-banking days.

Art. 53. (1) The Bank shall set a deadline within its working hours, after which the credit transfer payment orders are to be considered received on the next business day. The deadline shall be set depending on the rules of the payment system through which the order is executed and is announced in the Bank's Tariff and on the Bank's website.

(2) No RINGS transfers with future execution date are accepted and allowed.

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

Art. 54. Where the Bank refuses to execute a payment order, the refusal and, if possible, the reasons for it and the procedure for correcting the factual errors leading to the refusal shall be communicated to the Customer, unless there is a prohibition to provide such information under a law other than the PSPSA or an act of the European Community. The Bank shall provide or make available to the Customer the notification in due time at an office of the Bank and/or via e-mail within the time limits for execution of the payment transaction pursuant to Art. 58 of the General Terms and Conditions.

Art. 55. The Bank shall be entitled to charge a notification fee if the refusal to execute a payment order is objectively justified, at a rate in accordance with the current Bank's Tariff.

Art. 56. Where all the conditions stipulated in the framework agreement are in place and the Customer is a payer, the Bank cannot refuse to execute a payment order, regardless of whether it is submitted by the Customer or by or through the beneficiary or through a payment initiation service provider, unless there is a limitation for the execution of the order under a

statutory instrument.

Art. 57. Any payment order, the execution of which has been refused, shall be deemed not to be received, respectively the Bank shall not bear any responsibility in this aspect.

VIII. Payment Transaction Execution Deadlines

Art. 58. (1) The payment transaction execution deadlines specified below shall apply to payment transactions in BGN, EUR or related to single currency exchange BGN/EUR, provided that the exchange takes place in the Republic of Bulgaria, as well as in the case of cross-border payment transactions when the payment transaction is in EUR.

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

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

(4) Where the Customer is the beneficiary, the Bank shall set the value date of the crediting and make available on its payment account the amount of the payment transaction no later than the business day on which the Bank's account is credited with the amount of the payment transaction. The value date of the debiting the payment account of the Customer when the latter is the payer shall be no earlier than the moment the payment account is debited with the amount of the payment transaction.

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

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

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

(8) A Blink transfer order accepted for execution (with "approved" status) shall be executed immediately, provided that the Beneficiary's payment service provider is available through the payment system for instant payments. The Bank is not responsible for any transfer not executed due to the unavailability of the relevant payment service provider in the instant payments system or unsuccessful processing by other participants in the payment process.

Art. 59. In the case of direct debit payments in BGN, where the Customer is a payer, it shall give its consent in advance to the Bank, and a copy of the consent is sent to the beneficiary.

Art. 60. Where the Customer is a beneficiary, the Bank shall accept the direct debit order and submits it to the payer's payment service provider without verifying the grounds for the use of the direct debit.

Art. 61. Where the Customer is the payer, before executing a direct debit order, the Bank shall verify that:

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

Art. 62. (1) The direct debit order, when the Customer is the payer, shall be executed by the Bank within the time limit under Art. 58 (2) of the General Terms and Conditions as of the date on which the conditions under Art. 61 of the General Terms and Conditions are complied with.

(2) If, within 5 business days of the receipt of the direct debit order, the conditions for its execution under Art. 61 of the General Terms and Conditions have not been met, the Bank shall refuse the execution of the direct debit order and inform the beneficiary's payment service provider accordingly.

IX. Making Payments with the Account Holder's Prior Consent

Art. 63. In the event that the Customer has a due liability to the Bank, the latter may collect from the Customer's account opened with it the amounts due, for which the Customer gives its written consent by signing these General Terms and Conditions. The Bank shall notify the Customer of the reasons, size and value date of the amount collected from its payment account.

X. Information before the Execution of an Individual Payment Transaction

Art. 64. In the cases when the Customer, as a payer, requests the execution of an individual payment transaction under the agreement, the Bank, upon receiving the request, shall provide the Customer with explicit information about the maximum period for its execution and the fees and commissions due by the Customer.

XI. Information Provided to the Customer Regarding Individual Payment Transactions under the Framework Agreement

Art. 65. Once the Customer's account, as a payer, is debited with the amount of an individual payment transaction under the agreement, the Bank shall provide it immediately on paper or any other durable medium with the following information:

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

Art. 66. After having executed an individual payment transaction under the agreement, the Bank shall provide to the Customer, when the latter is the beneficiary, in a timely manner on paper or any other durable medium the following information:

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

Art. 67.(1) The information on all payment transactions executed during the current month and in the previous calendar month shall be provided to the Customer at any time upon request at the Bank's offices or electronically to the e-mail address specified by the Customer in the agreement;

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

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

XII. Access to a Payment Account for Payment Initiation Services

Art. 68. (1) Upon the conditions agreed between the Bank and the Customer and in the event that the payment account is available online, the Customer shall be entitled to use the services under Art. 4 (7) of the PSPSA of the payment initiation service provider.

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

(3) The Bank shall be required:

1. to ensure a secure connection with payment service providers in compliance with the requirements set out in a delegated deed adopted by the European Commission pursuant to Art. 98 (4) of Directive (EU) 2015/2366;
2. immediately upon the receipt of the payment order from the payment initiation service provider, to provide or make available all the information regarding the initiation of the payment transaction, as well as any other information available in connection with the execution of the payment transaction with the payment initiation service provider;
3. to apply uniform terms to payment orders transmitted via a payment initiation service provider and payment orders transmitted directly by the payer in terms of deadlines, priority or fees, unless there are objective reasons for applying different conditions.

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

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

XIII. Access to Information about a Payment Account and its Use for Account Information Provision Services

Art. 69. (1) Upon the conditions agreed between the Bank and the Customer and in the event that the payment account is available online, the Customer shall be entitled to use the services under Art. 4 (7) of the PSPSA of the account information service provider.

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

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

XIV. Responsibility

Art. 70. Where the Customer is a payer, in the event of an unauthorized payment transaction and in the absence of reasonable doubt about fraud, the Bank shall reimburse to the Customer the value of the unauthorized payment transaction within the statutory time limits and, where necessary, refund the Customer's payment account to the condition in which it was prior to the execution of the unauthorized payment transaction. The value date for crediting the Customer's payment account shall be not later than the date on which the account was debited with the amount of the unauthorized payment transaction.

Art. 71. (1) The previous Art. 70 shall not apply and the Customer shall bear the losses associated with any unauthorized payment transactions resulting from the use of a lost, stolen or misappropriated payment instrument up to the amount of the losses, but not more than BGN 100.

(2) The preceding paragraph shall not apply where:

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

Art. 72. The Customer shall not suffer any losses when the Bank has not required strong customer identification of the Customer and/or the persons authorized by the Customer in the cases provided for by the law and according to the criteria and methods specified therein, unless the Customer has acted fraudulently.

Art. 73. The Customer shall bear all losses related to unauthorized payment operations if they are caused by the latter by fraud or by failing to implement one or more of the Customer's obligations under sections XX and XXI of the General Terms and Conditions intentionally or due to gross negligence. In these cases, the Customer shall bear the damages regardless of their size.

Art. 74. The Customer shall not be liable for any material damage arising out of the use of a lost, stolen or misappropriated payment instrument after having duly notified the Bank thereof, except in the cases where the Customer has acted fraudulently.

Art. 75. The Customer shall not be liable for the property damage resulting from the use of a payment instrument if the Bank has failed to provide appropriate means of notification at any time about lost, stolen or misappropriated payment instruments, except in the cases where the Customer has acted fraudulently.

Art. 76. The Bank shall correct the payment transaction only if the Customer has notified it without undue delay after having become aware of an unauthorized or inaccurately executed payment operation giving rise to its entitlement, but not later than 13 months as from the date of debiting the relevant account.

Art. 77. It shall be considered that the Customer has become aware of the unauthorized or incorrectly executed payment transaction at the latest by receiving the information under Art. 65 or 66 of the General Terms and Conditions.

Art. 78. (1) When the Bank is liable to the Customer acting as a payer for an incorrectly executed payment transaction where the funds have been wrongly credited to another account or in the event of an unauthorized payment transaction, where the beneficiary's account has been credited with an amount different from that specified by the Customer in the payment order, or in which the payment transaction has been executed more than once, the Bank shall be entitled to request the beneficiary's payment service provider to perform ex officio an adjusting transfer from the beneficiary's account in which the funds have been wrongly received within 5 business days from the date on which the Bank has credited the amount of the incorrectly executed payment transaction on the Customer's account, but not later than one month after having been notified by the Customer or otherwise of the incorrectly executed payment transaction.

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

Art. 79. (1) The payment service provider of the beneficiary of the incorrectly executed payment transaction shall make adjusting payment within five business days of the receipt of the request from the beneficiary's account to the payer's account or, where applicable, to the account of the payment initiation service provider.

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

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

Art. 80 (1) Where the Bank, as the beneficiary's payment service provider, has failed to execute or has inaccurately executed a payment transaction, it shall immediately credit the Customer's account specified in the payment order with the amount of the outstanding or incorrectly executed payment transaction or in case of a duplicated execution of an authorized payment transaction it shall restore the Customer's account in the condition in which it would have been without the execution of the incorrectly executed payment transaction.

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

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

Art. 81. In the cases where no ex officio adjusting transfer has been performed according to the procedure and within the deadlines set out above, the relations between the parties shall be settled according to the general procedure for such cases.

Art. 82. Where a payment order has been executed in accordance with the unique identifier specified therein, the order shall be deemed to have been accurately executed in respect of the beneficiary indicated by the unique identifier.

Art. 83. The Bank shall not be liable for any failure or inaccurate execution of a payment transaction in the event of incorrectly specified unique identifier by the Customer.

Art. 84. In case of failure to execute a payment transaction due to the indication of an invalid unique identifier, the Bank shall reimburse the payer's payment account on the next business day.

Art. 85. In the cases under Art. 83 and 84 of the General Terms and Conditions, the Bank shall, within due diligence, make efforts to recover the amount of the payment transaction and shall be entitled to charge a reimbursement fee in accordance with its current Tariff. In the event that a refund cannot be made at the Customer's request, the Bank shall provide the Customer with all the information available that is required to refund the amount under the general procedure.

Art. 86. The Bank shall only be responsible for the execution of the payment transaction in accordance with the unique identifier provided by the Customer.

Art. 87. Where a payment order is submitted directly by the Customer as a payer, the Bank shall be liable to the Customer for the exact execution of the payment transaction unless it proves to the Customer or to the beneficiary's payment service provider that the beneficiary's payment service provider has received the amount under the payment operation within the terms of these General Terms and Conditions, in which case the beneficiary's payment service provider shall be liable to the beneficiary for the correct execution of the payment transaction.

Art. 88. Where the Bank is liable under Art. 87 of the General Terms and Conditions, it shall promptly reimburse the Customer the amount of the outstanding or inaccurately executed payment transaction and, where applicable, refund the Customer's debited account to the condition in which it would have been without the execution of the incorrectly executed payment transaction. The value date for crediting the Customer's payment account shall be not later than the date on which the account was debited with the amount of the payment transaction.

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

Art. 90. Where a payment order is filed by or through the Customer as a beneficiary, the Bank shall be liable to the Customer for the accurate transmission of the payment order to the payer's payment service provider in accordance with Article 87 (6) of the PSPSA. In this case, the Bank shall immediately transmit the respective payment order to the payer's payment service provider. In case of delayed transmission of the payment order, the value date of crediting the Customer's payment account with the amount of the transaction shall be not later than the date on which the account would have been credited if the transaction was executed without delay.

Art. 91. In the event of a failed or inaccurate operation and the need for making adjusting transfers, the Bank shall be entitled to debit ex officio the Customer's account with the corresponding amount.

Art. 92. In the event of a failed or inaccurate payment transaction ordered by the Customer as a payer or a beneficiary, the

Bank shall, upon request, take action within the due diligence to track the payment transaction and notify the Customer of the outcome.

Art. 93. The Bank shall be liable to the Customer for the refund of any fees paid by the Customer, as well as for the repayment of any interest accrued to the Customer as a result of the failed or inaccurate execution of the payment transaction at the fault of the Bank.

Art. 94. The Customer, as a payer, shall be entitled to request the Bank to reimburse the entire amount of a payment transaction already executed and authorized, provided that it has been ordered by or through the beneficiary, including for card transactions, and the following conditions have been met:

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

Art. 95. The request for reimbursement under Art. 94 shall be made by the Customer within 56 days from the date on which the account was debited. Upon request of the Bank, the Customer shall provide evidence of the existence of the conditions under Art. 94 of the General Terms and Conditions.

Art. 96. Within 10 business days of the receipt of the request, the Bank shall reimburse the Customer for the full amount of the payment transaction or refuse to recover it, stating the reasons for the refusal and the authorities to which the Customer may make an appeal if it does not accept the reasons for the refusal set out.

Art. 97. The Customer shall not be entitled to a refund if it has given its consent to the execution of the payment transaction directly to the Bank and the Bank or the beneficiary has provided or made available to the Customer the information about the forthcoming payment transaction in the agreed manner at least 28 days before the date of the payment operation execution.

Art. 98. The liability provided for above shall not be borne in the event of exceptional and unforeseeable circumstances beyond the control of the party referring to the existence of such circumstances, the consequences of which would inevitably occur despite the efforts made to prevent them, as well as in the cases where the Bank has acted in compliance with its statutory obligation under the Community law or the legislation of a Member State.

XV. Payment Instrument Blocking

Art. 99. (1) The Bank shall be entitled to block the use of a payment instrument for objective reasons related to:

- the security of the payment instrument;
- suspicion of unauthorized use of a payment instrument, including consecutively entered three wrong PIN codes or three or more consecutively entered wrong dynamic and/or static passwords;
- use of the payment instrument for fraudulent purposes;
- significantly increased risk that the Customer will not be able to meet the Customer's payment obligation - in the case of formed unauthorized overdraft and/or in the case of payment instruments with the provision of credit;
- The Account Holder/Cardholder has failed to implement any of their obligations under the agreement or these General Terms and Conditions;
- In the event of imposing attachment on the Customer's account.

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

Art. 100. When the Bank and the Customer have expressly agreed that the Customer/Cardholder shall be entitled to use a certain payment instrument /e.g. bank card or Internet/Mobile Banking/ in connection with a certain payment account, the Customer/Cardholder shall have the following obligations:

1. to use the payment instrument in accordance with the conditions for its issuance and use specified below in section "Additional Terms and Conditions Relating to a Payment Card/Instrument Issued on a Current Account" and "Additional Terms and Conditions Relating to the Use of Internet Banking Service";
2. to notify the Bank of the loss, theft, misappropriation or unauthorized use of the payment instrument as soon as it becomes aware of it;
3. after receiving the payment instrument, to take all reasonable steps to keep its personalized security tools, including not recording any information about these security tools on the payment instrument and not storing such information with the payment instrument.

XVI. Payment Transaction Limits

Art. 101. The Bank and the Customer may agree on payment limits for transactions by payment instruments.

XVII. Duration of the Agreement

Art. 102. The framework agreement for payment services is open-ended, unless the parties have indicated a specific duration of the agreement and if it is otherwise provided for in these General Terms and Conditions.

XVIII. Amendment and Termination of the Framework Agreement

Art. 103. All anticipated changes to the framework agreement relating to changes in the prior information shall be provided by the Bank to the Customer in advance on paper or any other durable medium (including by e-mail) or announced on the Bank's website and its Customer Service Offices, not later than two months before the date on which the changes are proposed to become effective.

Art. 104. By the notification, the Bank shall inform the Customer/Cardholder that it believes the latter has accepted the changes to the terms of the framework agreement unless it notifies the Bank that it does not accept these changes prior to the date on which the changes take effect. In such cases, the Bank shall notify the Customer that the latter has the right to terminate the Framework Agreement without delay before the date on which the changes are proposed to take effect without being responsible for any costs and penalties.

Art. 105. The changes in interest rates and exchange rates applicable under the agreement, when they are conditioned by changes in the applicable reference interest rate or reference exchange rate, shall apply immediately and without prior notice. In such cases, the Bank shall notify the Customer of the changes at the earliest opportunity, by presenting them on paper or another durable medium (by e-mail) or through announcements on the Bank's website and at the Customer Service Offices.

Art. 106. When the changes in interest rates or exchange rates are more favourable to the Customer, they shall apply without prior notice.

Art. 107. The scope of the payment services provided may be extended by mutual agreement between the Bank and the Customer and the term under Art. 100 of the General Terms and Conditions shall not apply.

Art. 108. The Customer may terminate the framework agreement at any time without notice to the Bank, unless otherwise agreed.

Art. 109. Upon the termination of a framework agreement that has been in effect for less than 6 months, the Customer shall have to pay the Bank fees or penalties specified in the Bank's Tariff. Upon the termination of a framework agreement that has been in effect for more than 6 months, the Customer shall not have to pay the Bank any fees or penalties on the termination.

Art. 110. (1) The Bank shall be entitled to terminate an open-end framework agreement with notice of at least two months. The notice shall be provided to the Customer on paper or other durable medium (by e-mail).

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

Art. 111. Upon termination of an Agreement for the Issuance of International Revolving Credit Card, the framework agreement for the payment account servicing it shall be automatically terminated and the Bank shall ex officio close the payment account. The amounts available on the payment account upon its closure, in the cases referred to in the previous sentence, shall be paid to the Account Holder in cash at the cash desk in the Bank's office or, upon the Account Holder's instruction - transferred to another payment account.

Art. 112. Upon the termination of the agreement, the Customer shall pay the fees for payment services charged periodically under the agreement in proportion to the expired term of the agreement. If such fees are paid in advance, they shall be reimbursed in proportion to the termination.

Art. 113. (1) If a party to a framework agreement fails to perform any of its obligations, the other party shall be entitled to terminate it without notice. The defaulting party shall be liable for the damages it has caused to the non-defaulting party.

(2) The Bank shall be entitled to terminate without notice a framework agreement when it is not able to meet the due diligence requirements, including identification and verification of the Customer's identification - pursuant to Art. 17 of the Anti-Money Laundering Measures Act, as well as in the cases where the Customer is included in a list of persons against whom sanctions have been imposed or who are not allowed to be provided financial services pursuant to UN Security Council resolutions or acts and decisions of European Union bodies adopted in connection with combating terrorist financing and preventing the spread of weapons of mass destruction or in connection with the implementation of other goals of the international community, or against which sanctions have been imposed by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC).

Art. 114. (1) In the event of default by the Customer, the Bank shall be entitled to terminate the provision of services under the agreement until the implementation of the respective obligations.

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

Art. 115. (1) Upon the receipt of a notice of termination of the framework agreement by the Bank, the Customer is required to pay all its monetary liabilities to the Bank with respect to the legal relations under the framework agreement. The termination of the agreement shall not release the Customer from his obligation to pay all its monetary obligations to the Bank.

(2) Upon the termination of the framework agreement, the payment account opened based on the agreement shall be closed,

as well as the related payment services and payment instruments and the Bank shall refund to the account holder the funds remaining in the account, if any, and return the payment documents received under the account without performing them.

XIX. Communication Between the Parties

Art. 116. The communication between the Customer and the Bank shall be carried out through Internet / Mobile Banking, by regular mail or e-mail, at the addresses specified in the agreement, and in extraordinary cases, by telephone, fax or SMS, in accordance with the specific request of the Customer. Some forms of communication are not fully protected; therefore, the Customer should take adequate safeguards against unauthorized access, reading, or other use of the Customer information by third party. The Bank shall not be liable for any damage caused by third party interference in the communication between the Bank and the Customer. The Customer shall be liable in the event of failure to notify the Bank in due time of any change of the address/notification method and accordingly the communication sent to the address specified to the Bank or in the respective method shall be deemed to have been duly served.

Art. 117. The Customer shall be responsible for the fact whether the Bank has its current contact details, as well as for the up-to-date information about the persons authorized to operate the Customer's account and the method of performing banking operations. The Customer shall immediately notify the Bank in writing of any change to its articles of association and the persons entitled to dispose of the funds on the account, including attorneys, as well as to provide the necessary documents for that purpose. The changes shall have effect vis-à-vis the Bank only as soon as it has been notified in writing of their occurrence.

Art. 118. In case of necessity to send information from the Bank to the Customer, it shall be sent to the Customer's contact details last known to the Bank. In the event that the Customer has not notified the Bank in due time of any changes in the above-mentioned circumstances, the information intended for the Customer may be compromised and it may be of significant importance (including any changes to the Agreement between the Bank and Customer) and may not be received by the Customer.

Art. 119. The Customer may also communicate with the Bank through the Internet/Mobile Banking/Banking Service where the Customer has access via a computer or other portable device with the necessary functionality to online banking services.

Art. 120. The Bank shall be entitled to record any telephone conversations or other communications with the Customer, both with a view to verifying the Customer's orders and their authenticity, and to check the compliance with the Bank's internal standards when performing banking services.

XX. Additional Terms and Conditions Relating to a Payment Card/Instrument Issued on a Current Account

Art. 121. (1) These additional terms and conditions shall govern the rights and obligations of the Bank and Customer acting as the cardholder in connection with a bank payment card issued to the Customer's current account with the Bank, as well as the rights and obligations of the Customer acting as the holder of the current account to which a card has been issued to a Third-Party Cardholder.

(2) The Bank shall issue a Card to the Cardholder on the basis of a Debit/Credit Card Issuance Request submitted by the Account Holder, constituting an integral part of the Payment Account Framework Agreement, and a Credit Card – on the basis of a concluded International Revolving Credit Card Issuance Agreement. The Bank shall issue the Card within 10 days from the submission of the request/conclusion of the International Revolving Credit Card Issuance Agreement. The Account Holder shall be bound to immediately notify the Bank in writing of any change in the provided data.

Art. 122. (1) The Customer acting as a user shall be entitled to require to have available the payment brands of the payment instruments offered by the Bank. The Customer shall confirm that, duly before signing the agreement, the Bank has provided clear and objective information about all available payment brands and their features, including their functionality, cost, and security.

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

Art. 123. For the purposes of this Section, wherever the General Terms and Conditions state that the Customer's account is debited, it shall mean that the Customer's card shall also be debited respectively.

Art. 124. The cards issued by the Bank remain its property and are provided for use by the Cardholders. Upon the expiration of the validity of the card, respectively upon the termination of the legal relations, the Cardholder shall immediately return the card to the Bank. The Account Holder of a current account with a card issued to a Third-Party Cardholder shall be jointly responsible with the Cardholder for all liabilities arising out of or in connection with the use of the card and the liabilities of the Cardholder shall be considered, by their nature, liabilities of the Account Holder.

Art. 125. (1) The Bank shall provide the Cardholder with a personal card indicating his/her name and with a unique PIN code. In certain cases (e.g. card operations through ATM or POS) the card can only be used with the PIN code assigned to it. The card and PIN code are received by the Cardholder.

(2) The card may also be received by an attorney acting under a notarized explicit power of attorney presented to the Bank in original, whereby the original or a notarized copy thereof shall remain with the Bank. The Bank shall not be responsible for executing orders issued by the attorney or other actions performed through the card by an attorney whose powers have been

revoked or withdrawn if the Bank has not been notified in advance of this fact in writing.

(3) The Card is intended for use in the country and abroad.

(4) The card validity period is indicated on the face or on the back of the card in mm/yy format, where "mm" means the last day of the month until which the card is valid, and "yy" means the last 2 digits of the year, in which the card expires. The card can be used until midnight on the last day of the month indicated on the card. The card shall be renewed with a validity period again indicated on the plastic according to the conditions stipulated in these General Terms and Conditions. The new card can be obtained by the Cardholder not earlier than 10 business days before the expiry date of the validity of the old card. Upon the receipt of the new card, the Cardholder shall return the old one, which should be destroyed in his/her presence. In the event that the relation is not continued in accordance with the above conditions or under the conditions stipulated in the International Revolving Credit Card Issuance Agreement, the Cardholder should repay in full all obligations to the Bank relating to the use of the card until the expiry of the validity period of the card and returned the plastic to the Bank's office.

(5) The Bank shall activate the Card to be used by the Cardholder after the Cardholder receives the Card and the PIN code at an office of the Bank according to the procedure specified in (1). In the event that the Card and the PIN code are received by the Cardholder through an intermediary of the Bank, the Card shall be activated after the Cardholder has established contact with the Bank through the Cardholder's telephone number specified in the Credit or Debit Card Issuance Request, where the Cardholder shall be identified to the Bank with the personal data and the identification code word specified by the Account Holder in the Request.

Art. 126. The cards are intended for use in the country or in the country and abroad for the following operations:

(a) cash withdrawal via ATM and POS terminals.

(b) payment of goods and services via POS devices, including virtual ones;

(c) payment of services through ATMs;

(d) reference and other payment and non-payment transactions, including PIN code change via ATM.

Art. 127. When using the card on an ATM, it should be placed in the intended opening in a way that allows the information recorded on the card to be read by the device or approached to the ATM contactless reader. The desired operation is selected. When withdrawing cash, the desired amount is also selected. The PIN code is entered on the keyboard. Upon the completion of the transaction, the Cardholder should collect the card, the banknotes and the printed receipt.

Art. 128. When using the card on POS devices, as well as on the Internet, by phone or other virtual devices, the following conditions and identification methods shall be applied accordingly:

(1) When using the card for non-cash payment or for withdrawing cash on a POS terminal located at a merchant in cases other than those referred to in Art. 127, the Cardholder should make sure that the transaction amount is correct and then initiate the payment by touching or inserting the card into the device, entering the PIN code where applicable, and/or signing the transaction document provided by the merchant, when required. The Cardholder shall keep the receipt received for reference. By using the card of a POS terminal by inserting/sliding/touching/approaching into/through the device, by entering the PIN code of the card and by signing the transaction document, respectively, the Cardholder confirms the amount of the transaction and orders the Bank to debit the card account with the amount of the transaction and to transfer it to the beneficiary's account. The merchant requires the so-called "authorization" of the transaction where funds of the available account balance and/or the credit limit of the Cardholder are blocked. The merchant shall be entitled to ask the Cardholder to certify his/her identity.

(2) When making payment of goods and services ordered by telephone, Internet, etc., the Cardholder shall usually perform the transaction by communicating/entering his/her name, card number and its validity period, including the CVC2/CVV2 code /an additional three-digit verification code for online payments indicated on the plastic/. To carry out transactions over the Internet, in order to increase security, the Bank registers the card in the cardholder identification programs – Visa Secure or MasterCard ID Check using the Secure Internet Payments service. When making transactions over the Internet using the Secure Internet Payments service, in addition to the individualizing details specified above, the Cardholder must enter a one-time (dynamic) secret password sent to the Cardholder's mobile phone number registered with the Bank plus a static password or verify the payment by biometric authentication, depending on the security level used by the merchant. By providing the necessary data, the Cardholder is identified, confirms the amount of the payment and orders the Bank to debit the card account with the amount of the payment and transfer it to the account of the beneficiary. The Bank shall not be liable for any loss to the Cardholder caused by the illegal use of the Cardholder's card for transactions with Internet merchants due to the knowing by other persons of the one-time (dynamic) and/or static secret password and/or the answer to a security question and/or the biometric authentication access password, if, before being notified by the Cardholder, the Bank has in good faith executed the operations ordered with the card and the personal one-time (dynamic) and static secret password or biometric authentication. The transaction damage under the preceding sentence shall be at the expense of the Cardholder. The Bank is not responsible for losses incurred by the Customer caused by illegal transactions carried out over the Internet with a card for which the Cardholder has not completed the registration for the Secure Internet Payments service.

If any of the two passwords (static and/or dynamic) is consecutively and repeatedly entered incorrectly, the bank card shall be blocked for the Secure Internet Payments service. The Cardholder will not be able to pay online at merchants using the

relevant security level. The Cardholder should contact the Bank regarding unblocking the Secure Internet Payments service.

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

(4) Payment transactions with cards, executed on the initiative of or through the beneficiary, which may include, but not limited to: utility payments, including but not limited to: electricity, telephone, heating, etc.; periodic payments, including but not limited to: insurance premiums, rents, subscription fees, etc.; car / bicycle rental fees, music / movie download costs, etc. The cardholder agrees that his/her account may be debited with the amounts of transactions ordered by or through the beneficiary if the beneficiary provides the following data: communicating/entering his/her name, card number and its validity period, including CVC2/CVV2 code, strong customer identification of the Cardholder through the Secure Internet Payments service when requested. Subject to the general requirements for identity verification, the Bank shall not apply strong customer identification when initiating all subsequent payment transactions included in a series of except payment transactions of the same amount and with the same beneficiary, except when the payer creates, modifies or initiates for the first time a series of repetitive transactions.

(5) The bank may not apply strong customer identification of the payer in the cases and under the terms and conditions under Art. 10-20 of Delegated Regulation (EU) 2018/389.

Art. 129. The Bank shall be entitled to record any telephone conversations or other communications with the Cardholder and the Account Holder, both with a view to verifying the orders of the Cardholder/Account Holder and their authenticity, and to check the compliance with the Bank's internal standards when providing banking services.

Art. 130. The Cardholder shall be bound to use the card only in person and not pass it on to other persons. The Cardholder undertakes to keep the card with due diligence, taking all necessary measures to prevent it from being stolen, lost, destructed, damaged, tampered with or otherwise misused. The card should be protected from the impact of unfavourable external factors such as: magnetic fields, wetting, scratching, folding, etc.

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

Art. 131. The Cardholder may change his/her PIN at any time on any ATM. It is not recommended that the PIN code consist of easy-to-understand combinations of numbers – equal or consecutive digits, date of birth, etc.

Art. 132. In the case of transactions executed by entering a PIN code, the Bank shall consider as authorised the person identified by presenting the card and entering the PIN code valid for that card. When using the card without entering a PIN code, the Cardholder's signature may be requested on the receipt. The Cardholder should check the receipt from the terminal device. By using the card on a POS device by inserting/sliding/touching/approaching into/through/near the device, and in the cases where the terminal device requires it – by entering a PIN code and/or signing the transaction document, as well as by providing an one-time (dynamic) plus static secret password or by biometric authentication and/or the CVC2/CVV2 code for the payment of goods or services ordered by Internet, telephone or other virtual devices, the Cardholder shall identify and certify the authenticity of the respective transaction, give his/her consent and instruct the Bank to execute the transaction, which unconditionally binds him/her with the consequences of the transaction, and the Bank shall not be responsible for damages or lost profits from its execution. For transactions performed on the Internet, telephone or other virtual devices, the entering of a correct one-time (dynamic) and static secret password or by biometric authentication and the CVC2/CVV2 code shall have the legal force of a PIN entered. Any transaction confirmed by a one-time (dynamic) plus static secret password or by biometric authentication and CVC2/CVV2 code shall be considered to have been carried out by the Cardholder, with the Cardholder's knowledge, participation and/or consent.

Art. 133. The Cardholder shall be bound to constantly maintain a minimum non-deductible balance on the card payment

account in accordance with the Bank's Tariff. In the event that more than one card is issued on the account, the balance on the account shall be reduced by the amounts of the minimum balances on all cards. The minimum non-deductible balance on the account shall remain blocked 10 /ten/ calendar days after the expiration of the card's validity period, respectively, after the early termination of the contractual relations, if it precedes the end of the card's validity period.

Art. 134. The cardholder shall be entitled to execute card transactions up to the amount of the agreed overdraft, the balance above the minimum non-deductible balance on the card current account or the agreed credit limit and shall be bound not to exceed them, including upon accruing the due interest, fees and commissions.

Art. 135. (1) The Cardholder shall be entitled to execute transactions within the transaction limits determined for the card, as defined for one transaction, for 24 hours, for 7 consecutive days and for the maximum number of transactions for the period according to Appendix 3 to the Bank's Tariff.

(2) At the Customer's written request and after approval by the Bank, the latter shall change the transaction limits within 3 business days of the submission of the request. In the event of a refusal, the Bank shall notify the Customer within three days.

Art. 136. The usual time limit for the Bank to execute the Cardholder's instructions for orders related to transactions shall be 3 (three) minutes of the receipt of the order.

Art. 137. The Cardholder shall be bound:

1/ To use the card in compliance with the agreement entered into with the Bank and these General Terms and Conditions;
2/ To notify the Bank immediately after becoming aware of: suspicion or loss, theft, removal in any other way, destruction, forgery of the card, as well as misuse of the card or knowledge of the PIN code, secret static and/or one-time (dynamic) password and/or response to a security question, biometric authentication access password and/or CVC2/CVV2 code by a third party without the consent of the Cardholder.

3/ To notify the Bank immediately after becoming aware of the recording in the Cardholder's Card/Account of any unauthorized transaction or inaccurately executed payment operation, as well as of any error or other inconsistency in keeping the Card/Account by the Bank, but not later than 13 months from debiting the Account. It shall be considered that the Account Holder/Cardholder has become aware of the unauthorized or incorrectly executed operation at the latest by receiving the statement referred to in Art. 141 of these General Terms and Conditions.

4/ To keep secret and not to record the PIN code, static and/or one-time (dynamic) secret password and/or answer to a security question and/or biometric authentication access password and/or CVC2/CVV2 code and to take all necessary measures against their knowledge by third parties; to enter the PIN code and/or the secret static and/or one-time (dynamic) password and/or the answer to a security question and/or the biometric authentication access password and/or the CVC2/CVV2 code in ATMs or POS devices in a way that ensures that they remain secret from unauthorized third parties.

5/ To use the Secure Internet Payments service when executing transactions on the Internet, whenever this possibility is offered by the merchant;

6/ Not to provide information about his/her personal secret static, one-time (dynamic) password and/or a security question and/or biometric authentication access password, regardless of what source, on what occasion and in what way the request was received, except in the cases of making payments on the websites of merchants participating in the Visa Secure and MasterCard ID Check programs.

Art. 138. The Cardholder shall notify the Bank in the cases referred to in Art. 137(2) and (3) within its working hours in writing in the Bank office or at any time on the contact telephone numbers specified by the Bank and published on its website. In case of notification by phone, the Cardholder shall be required within 3 business days to submit to the Bank a written statement in hard copy. The notification is made in order to block the use of the card and minimize damage. The Cardholder is required to fully cooperate in investigating the case and minimizing the damage. The costs of blocking a card that has been notified according to the above procedure shall be borne by the Account Holder and the Cardholder. A blocked card is activated upon a written request submitted in person by the Cardholder or the Account Holder. In the cases under the previous sentence, where there are doubts that the card was not in the possession of the Cardholder or there are data related to a violation of the security of the payments made with it, the Account Holder shall bear all the negative consequences of making unauthorized transactions with the card.

Art. 139. In the event of detention of the card on an ATM, the Cardholder shall immediately notify the Bank. No suggestion for third party's assistance should be accepted. The Bank shall provide for the return of the card or the issuance of a new one.

Art. 140. The Cardholder or the Account Holder shall be entitled to request in writing from the Bank the issuance of a new card: in case of loss or theft of the card; in case of destruction or damage to the card. In case of a forgotten card PIN, the Cardholder or the Account Holder may request in writing the Bank to issue a new PIN code, if technically possible, or a new card.

Art. 141. The Bank shall provide the Cardholder with a statement of the transactions made with the card, which shall contain: data enabling the identification of the transaction; the amount of the transaction in the relevant currency, and its equivalent in another currency (the applicable exchange rate), if any; the amount of all fees and commissions applied to the individual types of transactions. The Cardholder shall receive the monthly statement in the manner specified by the latter in the Card Issuance

Request (on paper, available to the Cardholder at the Bank's office or to the email specified by the Cardholder). A statement with the transactions executed using an additional card shall also be provided to the Cardholder upon request. The Bank shall be entitled to provide information by telephone about the amounts due in connection with the use of the card and the transactions carried out by the person identified by providing the password indicated by the Cardholder/Account Holder in the Card Issuance Request.

Art. 142. (1) In case of need for currency conversion when accounting for transactions, the Bank shall apply the following rules for currency conversion - for each operation with a bank card issued by Texim Bank AD, performed in the country or abroad, the amount of the transaction shall be converted from the currency of the transaction into the currency of the settlement account of the Bank (in EUR - for transactions abroad and in BGN - for transactions in Bulgaria) at a rate determined for the respective day by the relevant International Card Organization whose logo the card bears or at a rate determined by the BNB. Apart from the above, the Bank shall convert the amount by which its settlement account is debited/credited into the currency of the Customer's account as of the accounting date as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Art. 143. In any case the Account Holder and/or the Cardholder shall be required to provide sufficient funds in the account to repay all the transactions delayed due to the specifics of the transactions and any other liabilities. The amount of the Cardholder's liabilities is established according to the accounting entries in the Bank's accounts.

Art. 144. In the event that the Cardholder or the Account Holder fails to comply with any of his/her obligations under the agreement, including the present General Terms and Conditions, or the agreement is terminated, the Bank shall be entitled to: block/deactivate the card; collect ex officio, without legal action, the debt from all accounts opened by the Account Holder with the Bank, for which the Account Holder expressly agrees by signing the agreement; in the event that the Bank proceeds to collect the debt under this paragraph from the Account Holder's bank accounts opened in another currency, the Bank's exchange rate for the respective currency shall be applied on the day of the transaction; the Bank shall also be entitled to block the card upon the withdrawal of the authorization of the Cardholder by the Account Holder.

Art. 145. The Bank shall be entitled to request documents concerning the financial and property status of the Account Holder and the Cardholder up to the final repayment and the termination of the legal relationship.

Art. 146. The Bank shall be bound to:

1/. To maintain, within 5 years, recorded information that allows traceability of transactions;

2/. To create the necessary conditions for making and receiving the notifications under Art. 137(2) and (3) at any time;

3/. To prevent the card from being used after receiving the notification under Art. 137(2) and (3) and to take all possible actions to prevent further use of the card. The Cardholder and/or the Account Holder may not make any objections based on his/her relations with third parties.

Art. 147. The Bank shall not be responsible for refusing to execute a transaction ordered with the card if there is insufficient availability or free credit limit on the current account. The Bank shall not be held liable in case of refusal of third parties to accept transactions with the card or if a payment transaction initiated by the Cardholder is not possible to be executed using the card for reasons beyond the control of the Bank.

Art. 148. The Cardholder undertakes not to use the Card for the purchase of goods and services the possession of which is prohibited by the legislation of the Republic of Bulgaria, in violation of the currency regime of the Republic of Bulgaria, as well as to comply with the anti-money laundering and terrorist financing legislation applicable in the country where the Card is to be used. The Bank shall not be responsible for the transactions carried out by the Cardholder using the card.

Art. 149. (1) The Card shall be deactivated within the technological term required for processing on one of the following grounds:

1. upon terminating the Agreement;
2. upon non-receiving the Card by the Cardholder within a period of three months after its issuance;
3. upon issuing a new Card, replacing the currently valid card;
4. upon returning a Card with printed wrong data or technical defects;
5. upon receiving a message that the Account Holder or the Cardholder - a natural person - has deceased;
6. upon acceleration of the Bank's receivables under the Agreement;
7. upon entering into force of the Account Holder's right to withdraw from the Agreement.

(2) The deactivated Card cannot be reactivated and must be destroyed.

(3) The renewed/reissued Card in the cases of para. 1 (3) and (4) shall be received after returning the old one, which the Bank should destroy in the presence of the Cardholder.

(3) The Card shall be reissued/renewed:

1. ex officio by the Bank upon the expiry of the validity period of the old one (renewal);
 2. after submitting an application according to the Bank's model and for the following reasons: lost or stolen Card, return of a new Card with printed wrong data or technically defective/unreadable data, inability to activate a blocked Card (reissuance);
 3. ex officio by the Bank in case of suspected illegal use of the Card (reissuance).
- (4) The Card shall not be reissued/renewed if, by the first day of the month in which the validity period of the card expires, the Cardholder or the Account Holder notifies the Bank in writing of their unwillingness to extend it.
- (5) The Bank shall be entitled not to renew a card if it has not been used in the last 6 months of its validity period.

Art. 150. Except in the case of a proven defect when issuing the card, the Bank shall not be responsible for cases where the card cannot be used due to: mechanical damage; blocked card; technical issues; false notification of destruction, loss or misappropriation of the card.

Art. 151. The Bank shall not be responsible for damages or lost profits caused as a result of blocking or deactivating the card according to the Agreement and these General Terms and Conditions.

Art. 152. The Bank shall not be responsible for the refusal to authorize any card payments if the notification of destruction, loss, theft, tampering or other unauthorized use of the card is untrue.

Art. 153. Using a card: with expired validity term that should be returned to the Bank, blocked or forged card is forbidden and is a reason for seeking legal responsibility.

Art. 154. By signing of the agreement, the Account Holder gives the Bank the right to communicate to the National Operator - BORICA AD and to the relevant international card organization information on the status of the account and the card.

Art. 155. The terms and conditions for the use of programs and promotions organized by the international card organizations in which the Bank participates or organized by the Bank is available for the Customer on the Bank's official website.

XXI. Additional Terms and Conditions Relating to the Use of Internet/Mobile Banking Service

Art. 156. Upon signing an Internet / Mobile Banking Agreement, the Bank shall provide payment orders by Internet / Mobile Banking transfer without interruption and non-stop.

Art. 157. The Bank shall be entitled to set minimum technical requirements for the Customer's Equipment for Internet / Mobile Banking.

Art. 158. (1) The Customer shall be required when making transfers abroad via the Internet / Mobile Banking Service, to provide immediately in the office/branch of the Bank where the Customer's account is serviced, documents in original or certified copies, demonstrating the reason for the transfer, etc., according to the requirements of the Currency Act and other legislative acts of the Republic of Bulgaria and the EU.

(2) The Bank shall reserve the right to request from the Customer additional information and/or a Declaration under Art. 66(2) and other applicable provisions of the Anti-Money Laundering Measures Act in connection with the execution of a specific operation.

Art. 159. The Customer shall be responsible for any adverse consequences from erroneous or inaccurately entered and verified by him/her electronic documents and bank operations performed. The Bank shall not be responsible for any errors in the data entered in the orders received electronically.

Art. 160. The Bank shall make reasonable efforts to ensure the security and prevention of unauthorized access to the electronic services it provides as well as the software and hardware provided by the Bank to the Customer.

Art. 161. (1) Under extraordinary circumstances, the Bank may terminate at any time the provision of a particular electronic

service for which it shall notify the Customer as soon as possible.

(2) The Bank shall be entitled to terminate the use of the Internet/Mobile Banking Service without notice in the event that the Customer does not have a single payment account opened with the Bank or in the presence of other conditions stipulated in the General Terms and Conditions for Internet/Mobile Banking.

Art. 162. The customer shall be bound:

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

Art. 163. In the event that the Customer uses certain services under this agreement outside the Republic of Bulgaria, he/she should take the appropriate risk if he/she violates the law in the other country. The software, security devices, or payment instrument used with the service may be copyrighted and contain security features such as cryptographic software that may be subject to import and export requirements and the use of which may be prohibited by the law abroad.

Art. 164. Unless the Bank has notified the Customer otherwise, any software, hardware, and device that the Bank provides in connection with an electronic product / service is licensed to the Customer. The copyright and the other rights therein and in the user manual and the other information provided by the Bank shall remain the property of the Bank or the person who has granted the respective license. The Customer should use them exclusively in connection with this agreement in a manner described in the User Guide or in the other information provided by the Bank. The Customer does not acquire any intellectual property rights thereon.

Art. 165. The Customer is required to keep secret any confidential information including, but not limited to, the Bank's internal policies and procedures and other non-publicly available information which the Customer may have become aware of in the course of the operation of the services provided by the Bank. The Customer undertakes not to attempt or to allow third parties:

- (a) to modify (including by modifying, decompiling or reversing), copy, use or distribute any software or other items provided by the Bank; or
- (b) to retrieve or modify in any way any data contained in a device or hardware provided by the Bank, without the prior written consent of the Bank.

Art. 166. The Customer undertakes to indemnify the Bank for any costs, losses, damages or liability incurred by:

- (a) any breach of an intellectual property right of a third party by the Customer; or (b) any modification of software by the Customer, unless the software licensor or the Bank has given their prior written consent to do so.

Art. 167. The archives that the Bank maintains for all electronic messages, orders, payments or other transactions shall be considered the final proof of such messages, orders, payments and transactions and the time they have been delivered or executed.

Art. 168. The Customer shall be responsible if he/she gives incorrect instructions when using Internet Banking or makes a payment more than once due to a mistake.

XXII. Fees, Commissions and Interest on Accounts

Art. 169. When providing payment services, the Bank shall charge, respectively apply fees, commissions and interest rates according to its Tariff of Fees, Interests and Commissions.

Art. 170. The fees and commissions for transfers from/to a bank account shall be charged and collected ex-officio by the Bank on the day of the transfer.

Art. 171. The bank account management and maintenance fees shall be charged and collected by the Bank ex officio on a monthly basis. The fee is deducted in advance on the last business day of the month preceding the month for which the relevant fee is due. In the event that the Customer's account does not have sufficient funds to repay the Bank's receivables, the portion of the Customer's shortage shall be formed by the Bank as an "unauthorized overdraft".

Art. 172. For providing information other than in the cases explicitly provided for in the General Terms and Conditions, the Bank shall collect a fee from the Customer's account ex officio, in accordance with the Tariff. When the account for which the information is made is closed, the Customer shall pay the amount due at the offices of the Bank or make a non-cash transfer to the Bank's account.

Art. 173. (1) The Customer shall be required to pay to the Bank all fees and commissions due under the agreement, as well as the amounts formed as an unauthorized overdraft and the interest thereon, and, pursuant to Art. 21 of Ordinance 3 of the BNB, authorize the Bank to collect them ex officio from all Customer's accounts with the Bank.

(2) In the event that the CUSTOMER's account does not have sufficient funds to repay the BANK's receivables, the portion of

the CUSTOMER's shortage shall be formed by the BANK as an "unauthorized overdraft". For the amount of the formed "unauthorized overdraft", the BANK shall collect interest for each day in the amount defined in the Tariff.

Art. 174. (1) The interest rate, when applicable, shall be calculated at the amount specified in the Interest Bulletin to the Tariff on the account balance of the Customer for each day.

(2) According to the provisions of the Income Tax on Natural Persons Act (ITNPA) and the Corporate Income Tax Act (CITA), the interest income of foreign persons within the meaning of ITNPA and CITA is considered taxable income. Under the applicable national law, the Bank, as a taxable person, shall ex officio withhold and pay the tax due in the case of the payment of interest constituting a taxable income under the law by doing so on the basis of the Customer's status data declared at the conclusion of the payment account framework agreement or during the term of its validity.

(3) The Customer undertakes to immediately notify the Bank in writing upon any change in the circumstances determining its status as a "resident" or "non-resident" person established/declared upon signing the framework agreement or during the term of its validity. All actions of the Bank as a taxable person shall be considered to be lawful and legitimate in the event that the Customer has not fulfilled its obligation under the preceding sentence and the Bank shall not be liable for compensation for any damage suffered.

Art. 175. The tariff is an integral part of these General Terms and Conditions and may be changed unilaterally by the Bank according to the procedure provided for amending the general terms and conditions.

XXIII. Exchange Rates

Art. 176. When performing payment services in a currency other than BGN, the Bank shall apply the current arbitrage exchange rate (declared in its bank offices) at the time of the execution of the payment service, unless otherwise agreed.

XXIV. Offsetting Right

Art. 177. In the event that the Bank owes any money to the Customer on a current, savings or other account regulated under this or any other agreement entered into by and between the Bank and the Customer and the Customer has failed to pay any amount due to the Bank under an authorized or unauthorized overdraft, credit card and any credit agreement between the Bank and the Customer, the Bank shall be entitled to use the money it owes to the Customer for the respective repayment of the Customer's debt to the Bank. The Bank may use this offsetting right without prior notice to the Customer.

XXV. Miscellaneous

Art. 178. The law applicable to the contractual relations between the Bank and the Customer shall be the Bulgarian law.

Art. 179. The framework agreement shall be concluded and, respectively, the communication between the parties during the period of the agreement shall be in the Bulgarian language, unless otherwise agreed.

Art. 180. By signing these General Terms and Conditions, the Customer declares that he/she is aware of the contents of the Information on Personal Data Collected and Processed by Texim Bank AD in Relation to the Services Provided by the Bank.

Art. 181. The information referred to in Art. 180 shall also apply to managers, representatives and beneficial owners of legal entities.

Art. 182. During the period of the framework agreement, the Customer shall be entitled upon request to receive the terms of the framework agreement as well as the preliminary information under Art. 60 of the PSPSA on paper or other durable medium (e-mail).

Art. 183. The Customer shall be entitled to file a complaint with the Bank in connection with the provision of payment services under the agreement. The Bank shall be required to consider and notify the Customer in writing about its decision on the submitted complaint within 15 business days of the receipt of the complaint. Exceptionally, where the Bank is unable to make a decision within the specified period for reasons beyond its control, the Bank shall notify the Customer of the reasons for the delay and the time period within which it will make a decision. In any event, the time limit for obtaining a decision may not exceed 35 business days from the receipt of the complaint. If the Bank fails to make a decision within the terms under the preceding paragraph and where the decision does not satisfy the Customer, the dispute may be referred for consideration and settlement under the provisions of the PPSAD to the Conciliation Committee for Payment Disputes at the Consumer Protection Commission at: 4A, Slaveykov Square, floor 3, 1000 Sofia, phone +359 2 9330577, fax +359 2 9884218, e-mail: adr.payment@kzp.bg, website: www.kzp.bg and <http://abanksb.bg/pkps>, or to the competent Bulgarian court.

Art. 184. The deposits in BGN and foreign currency are guaranteed by the Bank Deposit Guarantee System effective in the Republic of Bulgaria through the existing Bulgarian Deposit Insurance Fund, which guarantees the full payment of one person's deposits in one bank irrespective of their number and size up to BGN 196,000. The latter shall not apply to persons who have acquired rights to a deposit as a result of disposals of the deposit following the decision of the Bulgarian National Bank (BNB) to withdraw the banking license of the commercial bank and the duration of the following supervisory measures undertaken by the BNB: upon suspension for a definite period of time, in whole or in part, of the execution of all or some of the Bank's liabilities or limit its operations in whole or in part.

The Fund shall pay the guaranteed deposits by one or more banks designated by its Management Board. The Fund provides access to the bank's depositors to the sums to be paid under the guaranteed deposits not later than 7 business days as from the date of the issuance of the act referred to in Art. 20 (1) BDGA. The time limit for the payment may be extended under the

conditions and with the terms under Art. 20 (6) of the BDGA. The guaranteed amounts of the deposits with the Bank shall not be paid to: 1. other banks when the deposits have been made on their behalf and on their account; 2. financial institutions under Art. 3 of the Credit Institutions Act; 3. insurers and reinsurers under Art. 12 of the Insurance Code; 4. pension and social insurance companies and funds for compulsory and voluntary pension insurance; 5. investment firms; 6. collective investment schemes, national investment funds, alternative investment funds and special purpose vehicles; 7. budget organizations under §1 (5) of the Supplementary Provisions of the Public Finance Act; 8. Investor Compensation Fund, Bulgarian Deposit Insurance Fund and the Guarantee Fund under Art. 518 of the Insurance Code.

No guarantee shall be provided on deposits in connection with transactions or operations that are considered to be money laundering activities within the meaning of Art. 2 of the Measures Against Money Laundering Act or financing of terrorism within the meaning of the Measures Against Financing of Terrorism Act established by final court judgement. No guarantee shall be provided on deposits the holder of which has not been identified pursuant to Art. 3 of the Measures Against Money Laundering Act as at the date of issuance of a deed under Art. 20 (1) of the BDGA.

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

Art. 185. An integral part of these General Terms and Conditions is the Bank's Tariff, as well as the General Terms and Conditions for Internet Banking, Mobile Banking and the APPROVER mobile application of Texim Bank AD.

Art. 186. These General Terms and Conditions, as well as all their revisions, shall be published on the website of TEXIM BANK AD: www.teximbank.bg.

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

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

2. "Date of execution" means:

(a) for credit transfer orders, the date on which the Bank debits the Customer's account for the execution of the transfer order, provided the necessary funds for the transfer and the bank charges payable are available thereon;

(b) for direct debit transfer orders in BGN, the date on which the Bank transmits the message to the payer's bank, provided that the Customer has provided funds for the payment of the bank charges due;

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

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

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

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

4. "Durable carrier" means any instrument that enables a payment service user to store information addressed to them in a way accessible for subsequent reference for a period of time sufficient for the purposes for which the information is provided and which allows the unchanged reproduction of the stored information. Durable carriers may be the printouts of devices to print account statements, diskettes, CD-ROMs, DVDs, computer hard disks where electronic messages can be stored, and Internet pages that are available for follow-up references for a period of time sufficient for information purposes and allowing unchanged reproduction of the stored information.

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

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

7. "Authorized overdraft" is the permissible excess of transfers over the balance on the account and is subject to a separate agreement;

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

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

9. "Custom security features" of a payment instrument are: card number, card expiration date, PIN code, CVC2/CVV2 code, username and password, secret static and dynamic (one-time) password, biometric authentication access password, answer to a security question, and other data, in accordance with the Bank's manuals and instructions and the applicable regulations.

10. "Answer to a security question" is a response to a question personally specified by the Cardholder when registering for the

Secure Payments on the Internet service. If a security question is asked, this answer allows the Cardholder to change his/her secret static password in cases where he/she has forgotten the password.

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

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

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

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

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

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

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

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

19. The "Tariff" is respectively the applicable Tariff on the Interest Rates, Fees and Commissions of Texim Bank AD for Natural Persons and the Tariff on the Interest Rates, Fees and Commissions of Texim Bank AD for Legal Entities.

20. "Foreign natural person" is any person who does not have a permanent address in Bulgaria; resides on the territory of the country for less than 183 days for each 12-month period, or the center of his vital interests is not located on the territory of Bulgaria.

21. "Local natural person", regardless of their citizenship, is any person who has a permanent address in Bulgaria; resides on the territory of Bulgaria for more than 183 days for each 12-month period or whose center of vital interests is located in Bulgaria.

22. "Instant Blink Transfer" – credit transfer in BGN in accordance with the Blink payment scheme of the National Card and Payment Scheme - BORICA AD, which can be executed 24 hours a day, every calendar day of the year with immediate or near-immediate processing and verification/availability on the account of the Beneficiary with the Payer's confirmation within seconds after the Bank accepts the execution order.

23. "Foreign legal entity" is a legal entity not established under the Bulgarian law and not a European Economic Interest Grouping, a European Company or a European Cooperative Society established in the country and registered in a Bulgarian register.

23. "Taxable income" is the interest accrued on a bank account with a holder local or foreign natural person.

24. "ITNPA" is the Income Taxes on Natural Persons Act;

25. "CITA" is the Corporate Income Tax Act;

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

27. "Cardholder" is any natural person specified by the Account Holder in the Payment Card Issuance Request and in the Agreement, in whose name and at the Account Holder's order a payment card has been issued, attached to the Account Holder's current account;

28. "Card" is an electronic personalized payment instrument agreed by and between the Bank and the Cardholder within the meaning of the Payment Services and Payment Systems Act (PSPSA), being an international payment card issued by the Bank to the Cardholder, on which information is recorded electronically and which is used repeatedly within the term of the Agreement for the identification of the Cardholder to make payments up to the balance on the account. The card shall have an integrated circuit (a chip), which shall be used to verify the authenticity of the card upon the execution of payment transactions at ATM and POS terminal devices.

29. Visa Secure and MasterCard ID Check are additional security programs of Visa International and MasterCard Worldwide international card organizations to identify a Cardholder when making transactions with Internet merchants participating in the programs. The program is implemented through Borica AD and the Secure Internet Payments system. Texim Bank AD registers ex officio the Cardholders in the program for each individual card issued by the Bank. The two-factor Cardholder authentication model, including a dynamic (one-time) password plus a static password or identification by entering biometric data for payments on the Internet, is a service that the Bank provides for the purpose of additional security for payments on the Internet, as well as in implementation of Directive (EU) 2015/2366(PSD 2) and Delegated Regulation (EU) 2018/389 for strong

customer identification (SCI). The dynamic password is a one-time unique code (for each specific transaction) generated by Borica AD and is provided to the Cardholder by sending a free SMS to the mobile phone number specified by the latter. The static password is created personally by the Cardholder on a web portal provided by Borica AD with the logo of Texim Bank AD after receiving a temporary password for registration via SMS from Borica AD or in another way agreed between the Cardholder and the Bank for receipt, and is used in combination with a dynamic password to confirm card transactions at Internet merchants participating in Visa Secure and MasterCard ID Check programs. Biometric authentication by means of biometric data - fingerprint or facial recognition – is used for verification and confirmation of payments on the Internet at merchants participating in Visa Secure and MasterCard ID Check programs. Registration for biometric authentication is implementing according to the instructions described by Texim Bank AD and is carried out through the B-Token/B-Trust application installed on the Cardholder's mobile phone. Merchants who do not participate in the two-factor authentication program may not require the entry of a static password plus a dynamic password or biometrics, but only the card data printed on the card (number, validity term, cardholder's name, CVC/CVV2).

In the event of a change of mobile number, the Cardholder is required to immediately notify the Bank. Otherwise, all messages sent by the Bank / Borica AD to the last mobile phone specified by the Cardholder shall be considered duly served. The Bank shall not be held liable if the mobile operator or the service provider fails to deliver in time or ensure the transmission of the SMS containing the dynamic Internet payment password, as well as in cases where due to circumstances beyond the control of the Bank, the SMS or other messages are not sent, respectively not received in time.

30. ATM - Automated Teller Machine is a terminal device for cash withdrawal and/or deposit, payment of services, transfers between payment accounts, performing reference and other payment and non-payment transactions.

31. POS - a device through which payment for goods and services, reference and other payment and non-payment operations are carried out using a payment or prepaid card.

32. Virtual POS - logically defined POS terminal device, through which payment for goods and services, or money transfers, reference and other payment and non-payment operations are carried out via the Internet.

32. PIN code - an identification number that consists of numbers and is used together with other independent elements within the meaning of the PSPSA to authenticate the identity of the Authorized User and confirm payment operations with a card issued by the Bank.

These General Terms and Conditions were adopted by the Management Board of TEXIM BANK AD with Record No. 34 of 12 June 2024 and revoke the previous General Terms and Conditions under the Framework Agreement for Opening and Servicing Bank Payment Accounts and Executing Payment Operations, as well as the General Terms and Conditions of Texim Bank AD for Issuing and Servicing International Credit Cards. With regard to the credit cards issued by Texim Bank AD, the relations shall be governed entirely by these General Terms and Conditions and the individual agreements signed.