

**AGREEMENT**  
**for payment services provision via Internet Banking**

Today ....., by and between:

**1. TOKUDA BANK AD**, registered in the Commercial Register at the Registry Agency with UIC 813155318, with seat and registered address in Sofia, 21 "George Washington" Street, represented by the Executive Directors by their proxy.....,hereinafter referred to as "the BANK"

and  
**2.** .....

registered in the Commercial Register at the Registry Agency with UIC .....,  
with seat and registered address in ....., № "....."  
Street, represented by ..... in the capacity of .....,  
hereinafter referred to as "the CUSTOMER" /

.....  
with PIN....., ID card № ....., issued on .....  
by the Ministry of Interior-city/town.....,address  
.....  
hereinafter referred to as "the CUSTOMER"

This agreement was concluded as follows:

**I. SUBJECT OF THE AGREEMENT**

**1.** The CUSTOMER assigns and the BANK agrees to provide the CUSTOMER payment services via Internet Banking, hereinafter referred to as IB service.

**1.1.** The scope and content of the IB service are defined in the General Terms and Conditions of Tokuda Bank AD for Internet Banking /General Terms and Conditions for Internet Banking/ and the Application for registration/change of the Internet Banking service /Application/, which form an integral part of this agreement.

**2.** By signing this Agreement the Customer declares that he/she is familiar with the General Terms and Conditions for Internet Banking of Tokuda Bank AD, as well as with the Tariff of Fees and Commissions, which Tokuda Bank AD applies in its operations /the Tariff/ and agrees the same to be applied to the accounts specified in the Application.

**II. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

**3.** The CUSTOMER has the right to:

**3.1.** use the requested services via Internet Banking in the way specified in the Application and in accordance with the General Terms and Conditions for Internet Banking and the General Terms and Conditions of Tokuda Bank AD for payment services provision to legal entities and sole traders /General Terms and Conditions of Tokuda Bank AD for payment services provision to natural persons /the General Terms and Conditions for payment services provision or with any other terms and conditions of the Bank applicable to the type of payment account;

**3.2.** monitor the proper execution of the transactions initiated by him/her or by his/her authorized user;

For the Bank:

For the Customer:

**3.3.** contest a specific transaction in the manner provided for in the General Terms and Conditions.

**4.** The CUSTOMER is obliged to:

**4.1.** use the requested services via Internet Banking under the provisions of this agreement, the General Terms and Conditions for payment services provision or any other terms and conditions of the Bank applicable to the type of payment account;

**4.2.** comply with the security requirements of the Bank while using the Internet Banking service;

**4.3.** pay the fees and commissions to the Bank for servicing the accounts and the bank services used according to the Tariff or negotiated in the specific agreement.

**4.4.** By signing this Agreement the CUSTOMER gives consent under Ordinance №3 of the BNB the fees and commissions to be collected by the Bank *ex officio* from his/her accounts opened with the BANK.

### III. RIGHTS AND OBLIGATIONS OF THE BANK

**5.** The BANK has the right to:

**5.1.** collect *ex officio* from all Customer's accounts the fees and commissions payable in the amount specified in the Tariff or negotiated in the specific agreement;

**5.2.** set restrictions or requirements to the CUSTOMER in using the Internet Banking service, incl. with regard to a specific order, in compliance with the requirements of current legislation and the Bank's security policy.

**6.** The Bank is obliged to:

**6.1.** provide the necessary organizational conditions for use of the IB service by the CUSTOMER, including provision of means of identification and authentication, such as password, username, PUK1, , TAN by sms, while safeguarding the secrecy of information; When choosing Cloud qualified electron signature (CQES) as a means of identification and authentication, the CUSTOMER signs the documents with his own CQES, the latter not being provided by the BANK; The BANK only provides an opportunity to use CQES as a means of identification and authentication.

**6.2.** accept payment orders as ordered by the CUSTOMER or his/her authorized users 24 hours a day, 7 days a week, except for the time interval when the core banking system is unavailable for customer operations.

### IV. TERM AND EFFECT OF THE AGREEMENT

**7.** This agreement is of indefinite duration and shall enter into force upon the signature thereof and receipt by the CUSTOMER of the means of identification and authentication /the issuance of the CUSTOMER of CQES by the provider and the registration of CQES in "Internet Banking" of Tokuda Bank or registration of a telephone number for receiving TAN by SMS./

**8.** The Agreement shall be terminated:

a) unilaterally by the CUSTOMER with one month written notice;

b) unilaterally by the Bank with two months written notice;

c) in event of death of the CUSTOMER or liquidation, bankruptcy, reorganization or dissolution of the legal entity of the CUSTOMER;

d) by mutual agreement of the parties expressed in writing in an addendum;

e) termination of the framework agreement for payment services provision or another relevant contract;

f) immediately by sending a unilateral notice by the non-defaulting to the defaulting party;

g) in other cases provided for by law

**9.** The effect of this agreement shall be bound by signing a Framework Agreement for payment services provision and the applicable thereto General Terms and Conditions for providing payment services or another agreement, depending on the type of account, as well as by opening a payment account.

**9.1.** The information provided to the user pursuant to Art. 60 of the Payment Services and Payment Systems Act (PSPSA) upon conclusion of the Framework Agreement shall be also relevant to this agreement, unless the latter or the General Terms and Conditions thereto stipulate otherwise.

### V. ADDITIONAL PROVISIONS

**10.** The Bank provides to the data subject information as per Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) at the time of receiving the personal data.

**11.** The Customer is aware and agrees to comply with the procedure for execution, receipt, validity and proof of electronic payment orders in accordance with the provisions of the current legislation, under which entering of TAN by sms for confirmation of electronic statements executed by the CUSTOMER/USER via Internet Banking shall be a cryptographic signature of the information with the CUSTOMER'S username, which constitutes an electronic signature within the meaning of EDE TSA and the parties shall recognize it as an autographic signature in the relations between them.

The CUSTOMER is aware and agrees to comply with the procedure for execution, receipt, validity and proof of electronic payment orders in accordance with the provisions of the current legislation, under which signing with CQES electronic signing of information is executed by the CUSTOMER, which constitutes an electronic signature the parties recognize its value as a handwritten signature in the relationship between them.

**11.1.** The BANK shall keep an archive of all transactions initiated through the IB channels. Archived data on each transaction shall be used as evidence in case of contested transactions.

**12.** As regards any issues unregulated by this agreement, the provisions of the Framework Agreement for payment services provision and the applicable thereto General terms and conditions shall apply or any other relevant agreement applicable to the particular payment account, to the extent that in this agreement is not otherwise provided, as well as the provisions of the acting Bulgarian legislation and the internal documents of the Bank.

**12.1.** Any disputes arising between the parties under this agreement shall be resolved through negotiations and mutual agreement.

**12.2.** In case of a complaint, received by the CUSTOMER, the BANK applies a Procedure for filing complaints and resolving disputes, according to which the BANK is obliged to rule and notify the CUSTOMER in writing of its decision within 15 / fifteen / working days of receipt of the complaint. If the BANK does not rule within the prescribed period, as well as when the decision does not satisfy the CUSTOMER, the dispute shall be referred for consideration by: Conciliation Commission for Payment Disputes, established at the Consumer Protection Commission address: Sofia 1000, Slaveykov Square № 4A, floor 3; e-mail: [adr.payment@kzp.bg](mailto:adr.payment@kzp.bg); website: [www.kzp.bg](http://www.kzp.bg) and <http://abanksb.bg/pkps> or to the competent Bulgarian court.

**13.** Any amendments and annexes to this agreement shall be made in writing and shall be an integral part thereof.

For convenience of the Customers, the Bank shall provide, at their request, the translation of these General Terms and Conditions into English. In case of discrepancy or contradiction between the Bulgarian and the English versions, the Bulgarian text shall prevail and shall be deemed binding on the parties.

This agreement is prepared and signed in two identical copies, one for each party, and shall enter into force upon the date of signature.

Integral parts of this agreement are:

1. General Terms and Conditions of Tokuda Bank AD for Internet Banking.
2. Application for registration / change of Internet Banking service.

**FOR THE BANK:**

**FOR THE CUSTOMER:**