Agreement on processing payment orders- SWIFT MT101

and request for sending account statements – SWIFT MT940, SWIFT MT942

I.Customer Data:

Name of the Customer:

....

UIC or Customer ID:

....

Address:

....

....

Name of contact person:

....

E-mail address:

....

We (Customer, also referred to as Originator), by signing of the present Agreement, instruct United Bulgarian Bank AD (also referred to as Executing Bank) with respect to the accounts, stated under section II – "Account data" hereunder, to:

☐ accept and execute SWIFT MT101 payment orders remitted by ....(name of the Forwarding Bank) and ....(SWIFT address), and/or

☐ send statements to ....(name of the Bank, receiving the statements) and ....(SWIFT address).

II.Account data and services:

IBAN	CCY	Payment orders MT101	Account statements
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

☐ *Account Statements MT 940:*

Please select one of each options:
☐ Only when there is a movement   *or*   ☐ Even when there is no movement
☐ Structured field 86   *or*   ☐ Unstructured field 86

☐ *Account Statements MT942:*

☐ On every half an hour (starting from 8:00 to 18:00)
☐ On every hour (starting from 8:00 to 18:00)
☐ Five times per day –10:00;12:00;14:00;16:00:18:00
☐ Two times per day - 12:00; 18:00

III.Fees:

III.1. Implementation fee, fee for change or adding of a new SWIFT address must be debited from account with IBAN .... of the Customer held with United Bulgarian Bank AD.

III.2. The monthly maintenance fee must be debited from the respective accounts which have been registered for the services. Provided that there are insufficient funds for collection of the fee under the present art.III.2. for two consecutive months from any respective account, registered for the services, the present agreement may be terminated unilaterally by the Bank with immediate effect.

III.3. The fees for the services hereunder will be pursuant to the Fees and Commissions Tariff of United Bulgarian Bank AD, applicable to business clients, as amended from time to time.

IV.   Terms and Conditions for processing payment orders and sending account statements

IV.1. The Originator hereby instructs and authorises United Bulgarian Bank AD to accept and process MT101 payment orders remitted by ....(the name of the Forwarding Bank) for transfer of funds from Originator's accounts detailed in Section II above. The Customer agrees that United Bulgarian Bank shall process the MT101 payment orders, remitted by ....(the name of the Forwarding Bank) in accordance with the instructions, provided in the MT101 payment order, without any further obligations with respect to verification of the identity of the party, ordering the transfer. Whenever United Bulgarian Bank AD receives a MT 101 payment order, United Bulgarian Bank AD in its capacity of Executing Bank shall have no obligation or liability other than execution of the order. In particular, United Bulgarian Bank AD shall have no obligation to examine whether the respective MT 101s are authentic, and United Bulgarian Bank AD shall execute any instructions contained in such MT 101 payment order, remitted by ....(the name of the Forwarding Bank) or to act otherwise upon such MT 101s, as if the Customer had directly presented them to United Bulgarian Bank AD. The risk of an unauthorised SWIFT message will be borne entirely by

the Customer and by signing of the present Agreement, the Customer relieves United Bulgarian Bank AD of any liability, arising from or related to the execution of the the MT101 payment orders, remitted by ....(the name of the Forwarding Bank).

IV.2. The payment orders under art.IV.1. above, remitted by ....(the name of the Forwarding Bank) will be effected by means of authenticated SWIFT MT101 messages, specifying the details of the transfer in accordance with SWIFT MT101 lay-out, and instructing United Bulgarian Bank AD to debit one of the Customer's accounts, detailed in Section II above.

IV.3. In addition, each and every time an MT101 payment order is sent to United Bulgarian Bank AD, the Customer agrees to supply United Bulgarian Bank AD with a full set of documents requested from United Bulgarian Bank AD for the purposes of compliance with the applicable Bulgarian anti-money laundering and payments legislation, including, but not limited to declaration for the origin of the funds, documents justifying the reason for payment abroad and other documents, that may be reuqired from United Bulgarian Bank AD from time to time.

IV.4. Provided that the documents under art.IV.3. above are not provided by the Customer, United Bulgarian Bank AD has no obligation to execute the respective transfer until the documents have been provided by the Customer and they satisfy the Bank.

IV.5. United Bulgarian Bank AD will provide MT940 and MT942 account statements as per the instructions of the Customer pursuant to Section II above.

V. General Provisions

V.1. The Customer undertakes to inform the natural persons being its representatives or employees whose personal data are processed by the Bank and might be subject to transfer to other financial institution in the process of sending SWIFT MT 940 messages and processing SWIFT MT 101 messages, that personal data of such natural persons might be subject of such disclosure.

V.2. This agreement is concluded for an indefinite period of time. Any party may terminate this agreement by a one month prior written notice thereof. Furthermore, any party may, in case of the other party's serious breach of this agreement, terminate this agreement with immediate effect. The agreement shall be terminated as per the provision of art.III.2. hereunder.

V.3. For matters not regulated herein, the General terms and conditions on payment services for business clients of United Bulgarian Bank AD shall apply. In case of discrepancies between the provisions of the General terms and conditions under the preceding sentence and the provisions of the present agreement, the provisions of the present agreement shall prevail.

V.4. The laws of Republic of Bulgaria shall apply to the present agreement. The parties shall endeavour to settle any dispute arising between them in relation to the present agreement by way of an amicable compromise. Should nevertheless all such attempts fail, the parties shall subject themselves to the exclusive jurisdiction of the competent Bulgarian courts in Sofia, Bulgaria.

Date...

Authorized signature/s of the Customer:

……………………………………………………………

………………………………………………………………