

**GENERAL TERMS AND CONDITIONS
OF THE BULGARIAN NATIONAL BANK
FOR PROVIDING TEST PACKS AND SAMPLES OF BANKNOTES AND CIRCULATION
COINS, AND FOR TESTING SORTING MACHINES AND CUSTOMER-OPERATED
MACHINES**

**Chapter One
SUBJECT MATTER**

Article 1. These General Conditions of the Bulgarian National Bank for providing test packs and samples of banknotes and circulation coins, and for testing sorting machines and customer-operated machines ('General Terms and Conditions') shall provide for:

1. the relations between the Bulgarian National Bank (BNB) and a bank/Service Operator with regard to the provision of samples of new issues of Bulgarian banknotes/circulation coins, respectively of test packs of genuine Bulgarian banknotes or circulation coins for testing and setting up sorting machines and customer-operated machines, as well as

2. the relations between BNB and a Service Operator/Machine Operator with regard to testing sorting machines and customer-operated machines in accordance with the provisions of BNB Ordinance No 18 on the Control over Quality of Banknotes and coins in Cash Circulation (Ordinance No 18).

**Chapter Two
TEST PACKS FOR TESTING SORTING MACHINES AND CUSTOMER-OPERATED
MACHINES**

Section I

TEST PACKS OF GENUINE BANKNOTES/CIRCULATION COINS

Article 2. For testing sorting machines and customer-operated machines (hereinafter jointly referred to as 'machines'), pursuant to these General Terms and Conditions, the BNB shall provide Service Operators with packs of fit and unfit Bulgarian banknotes and circulation coins ('test pack/and of genuine banknotes/coins').

Article 3. (1) Test packs of genuine banknotes/coins shall be provided following payment by the Service Operator of the value of the test packs of genuine banknotes/coins and a fee as per the Tariff of the Bulgarian National Bank for providing test packs and samples of new issues of banknotes/circulation coins, and for testing sorting machines and customer-operated machines (the 'Tariff').

(2) The BNB shall announce on its website www.bnb.bg the value of the test packs of genuine banknotes/coins.

Article 4. The BNB shall provide a test pack of genuine banknotes/coins based on a written application submitted by a Service Operator to the BNB as per sample form– Appendix No 1.

Article 5. (1) Within 10 business days of receiving the application under art. 4, the BNB shall review it and shall notify the Service Operator in writing of any inconsistencies therein established, giving a time period for correction.

(2) If the applicant fails to correct the inconsistencies within the given time period, the BNB shall refuse to provide test packs and shall notify the applicant in writing thereof.

Article 6. Where the application for providing test packs is duly completed, the BNB shall send to the applicant a confirmation of the readiness to provide the requested test packs.

Article 7. In the written confirmation under art. 6, the BNB shall specify the date and time of delivery of the test pack and details of the bank account, which is to be credited with the value of the banknotes/ circulation coins in the test pack and the fee under art. 3.

Article 8. (1) The BNB shall deliver the requested test pack to the Service Operator's representative, specified in the application as a person authorised to receive the test packs.

(2) The test pack shall be delivered (received) at the BNB Cash Centre at: 10, Mihail Tenev Str., 1784 Sofia, following payment of the value of the banknotes/circulation coins included in the test pack and the fee under art. 3.

(3) For delivery (receipt) of the test pack, the parties shall sign a protocol in duplicate – one for the BNB and one for the Service Operator.

Article 9. (1) The term of validity of the test packs of genuine banknotes/coins provided by the BNB shall be 2 years from the date of delivery.

(2) For machine tests conducted after the deadline specified in par. 1, the Service Operator shall apply, pursuant to art. 4, for a new test pack of genuine banknotes/coins.

(3) A Service Operator may not replace individual banknotes/coins of the ones provided in the BNB test pack.

Article 10. (1) A Service Operator shall have the right to return to the BNB the test pack of genuine banknotes/coins or individual banknotes/coins thereof, regardless of whether the deadline under art. 9, par. 1 has expired.

(2) The return of packs of counterfeit banknotes/coins or parts thereof shall be in line with Chapter Three, Section III of Ordinance No 18.

Section II

TEST PACKS OF COUNTERFEIT BANKNOTES/ CIRCULATION COINS

Article 11. The BNB shall not provide Service Operators with test packs of counterfeit Bulgarian banknotes or circulation coins.

Article 12 (1) For testing machines with counterfeit Bulgarian banknotes or circulation coins the Service Operators/Machine Operators shall file an application to the BNB for conducting tests on machines pursuant to Chapter Four hereof.

(2) The tests under par. 1 shall be carried out by BNB employees using BNB test packs of counterfeit Bulgarian banknotes and/or circulation coins.

Chapter Three

PROVISION OF SAMPLES OF NEW ISSUES OF BANKNOTES AND CIRCULATION COINS

Section I

CONDITIONS FOR PROVIDING SAMPLES OF NEW ISSUES OF BANKNOTES AND CIRCULATION COINS

Article 13. (1) For the purpose of setting up sorting machines and customer-operated machines used by banks, the BNB shall provide samples of new issues of Bulgarian banknotes and circulation coins (hereinafter jointly referred to as 'samples').

(2) Each bank shall be provided with up to 300 samples of new issues of Bulgarian banknotes/circulation coins for a period of not more than 90 days.

(3) Samples of each individual new issue of Bulgarian banknotes/circulation coins shall be provided upon a written application submitted by the bank to the BNB as per sample form – Appendix No 2.

Article 14. (1) The BNB shall review the application within 5 business days of its receipt and shall notify the bank in writing of any inconsistencies therein established by giving a time period for their correction.

(2) If the applicant fails to correct the inconsistencies within the given time period, the BNB shall refuse to provide samples and shall notify the applicant in writing thereof.

Article 15. Where the application for provision of samples is duly completed, the BNB shall send to the bank a written confirmation of the readiness to provide the requested samples with a time period for using the samples and a delivery date specified in the confirmation.

Article 16. Where the application filed by the bank is duly completed but the time period specified is longer than 90 days, as well as in the cases where the BNB cannot provide the samples for the time period requested by the bank, the BNB shall set another time period for use of the samples.

Section II

PROVISION AND RETURN OF SAMPLES

Article 17. (1) Delivery-receipt, in case of provision and return of the requested samples, shall be carried out by an authorised BNB officer and a representative of the bank who is specified in the application as a person authorised to receive and return the samples.

(2) Delivery-receipt of samples shall take place at the BNB Cash Centre at: 10, Mihail Tenev Str., 1784 Sofia. For delivery-receipt of samples, the persons under par. 1 shall draw up and sign a protocol in duplicate – one copy for the BNB and one for the bank.

(3) Delivery of samples shall take place following signature of the protocol under par. 2 and provided that the requirements of par. 1 are fulfilled.

Article 18. (1) The bank shall return the samples provided to it no later than on the last day of the time period specified in the written confirmation of the BNB. The return of the samples shall be certified by drawing up a protocol under art. 17, par. 2, signed by the persons under art. 17, par. 1.

(2) Where a bank needs extension of the time period of using the samples, it shall file a new application with the BNB for provision of samples pursuant to art. 13.

(3) Provision of samples for the extended time period shall be carried out by a protocol of return and a protocol of new provision of the samples, which shall be signed by the persons under art. 17, par.1.

Section III

RIGHTS AND OBLIGATIONS OF THE BANK AND OF THE BNB IN RELATION TO PROVISION OF SAMPLES

Article 19. Having received the requested samples the bank shall:

1. keep the samples with a general duty of care, protecting them from destruction, loss or theft;
2. in the event of loss or theft of the samples or part thereof, notify the BNB in writing as soon as such loss/theft is established;
3. use the samples only for the purposes for which they were provided – setting up the machines operated by the bank;
4. not reproduce or disclose to the general public the graphic image of the provided samples, and shall refrain from any other actions which could breach the BNB intellectual property rights related to the provided samples of banknotes/circulation coins;
5. not provide the samples to persons other than the Service Operators/Machine Operators specified in the application, and shall not take the samples out of the EU without the explicit consent of the BNB;
6. arrange and pay for its own account the receipt, transportation, safekeeping and return of the samples;
7. return the samples within the time period for which they were provided, and in the cases of art. 20, par. 2, item 3 – before the agreed deadline, upon the BNB written request;
8. in the event of failure to return the samples within the deadline, pay the BNB a penalty of the amount and within the time frame, provided for in art. 21 hereof;
9. unless otherwise agreed, not disclose the facts and information which have become known to it in relation to the samples provided and the tests conducted with them;

10. make sure Service Operators/Machine Operators take up in writing the duties under items 1 – 5 and 9 – in the cases of provision of samples to Service Operators/Machine Operators for the purposes of machine set-up.

Article 20. (1) The BNB shall:

1. provide the requested samples under the terms and conditions hereof;
2. assist the bank in the event the samples need to be taken legally out of the country.

(2) The BNB shall have the right to:

1. control the performance of the bank's obligations in relation to the samples provided;
2. carry out on-site examinations at the bank for availability of the provided samples and compliance with the requirements for their use and safekeeping;

3. demand and have the samples returned by the bank prior to the deadline for their use as per the confirmation under art. 15, in the event:

- a) the bank does not use or keep the samples with the general duty of care;

- b) with its actions or inaction the bank impairs or threatens to impair the samples, or the BNB intellectual property rights in relation to the samples;

- c) the BNB finds out that the samples have been provided to persons other than the Service Operators/Machine Operators specified in the application;

- d) the bank has committed other significant breaches of the obligations herein specified in relation to the samples provided;

- e) in any other events, as the BNB Deputy Governor in charge of Issue Department may decide.

4. if the samples were not returned within the agreed time limit:

- a) receive the penalty under art. 21, and if the bank fails to pay it in due time – collect the amount of the penalty from the bank's accounts with the BNB without any further warning to this effect;

- b) notify, in accordance with the provisions of the Penal Procedure Code, the pre-trial authorities to undertake actions to search the samples and initiate criminal proceedings.

Section IV

LIABILITY

Article 21. (1) Failing to return the samples within the time limit specified in the BNB written confirmation, and in the cases of art. 20, par. 2, item 3 – in the BNB written application for pre-term return of the samples, the bank shall pay the BNB a penalty of BGN 10,000 for each unreturned sample, regardless of the number and type (par value) of the unreturned samples.

(2) The bank shall also be held liable to pay a penalty under par. 1 in the cases where the samples were not returned by reason of loss or destruction due to the fault of a Service Operator/ Machine Operator specified in the application for provision of samples.

(3) The bank undertakes to pay the penalty under par. 1 within 5 business days from receipt of the invitation in writing by the BNB for its payment.

(4) By filing an application for provision of samples, the bank grants its explicit agreement that in case of failure to pay the penalty within the time set in par. 3, the BNB shall collect the penalty from the bank's account with the BNB, without making any further warning of the collection of the amount.

Chapter Four

TESTS OF

SORTING MACHINES AND CUSTOMER-OPERATED MACHINES

Section I

TYPES OF TESTS OF SORTING MACHINES AND CUSTOMER-OPERATED MACHINES

Article 22. Pursuant to these General Terms and Conditions, the BNB conducts the following tests of sorting machines and customer-operated machines depending on the purpose of testing of the machines:

1. initial test;

2. control test.

Article 23. (1) The initial test establishes the ability of the machine of new type/model to classify Bulgarian banknotes/circulation coins according to the requirements of Ordinance No 18 and the BNB standards for recognition and for fitness of Bulgarian banknotes and circulation coins.

(2) An initial test shall be conducted of a number of machines of the new type/model set by the BNB.

(3) The initial test shall be made after verification and assessment as per technical documentation of the functionalities of the type and model of the machine, and shall include:

- a) conducting a recognition test;
- b) conducting a sorting test.

Article 24. (1) The control test checks the ability of the machine to classify in the course of its operation Bulgarian banknotes/circulation coins according to the requirements of Ordinance No 18 and the BNB standards for recognition and for fitness of Bulgarian banknotes and circulation coins;

(2) A control test shall be conducted:

a) pursuant to a decision of the BNB – at any time in the course of operation of the installed machine – by conducting a recognition test and a sorting test of Bulgarian banknotes/circulation coins;

b) upon a request of a Service Operator /Machine Operator – after every update by the BNB of the test packs of genuine banknotes/coins – by a sorting test of genuine Bulgarian banknotes/circulation coins;

c) upon a request of a Service Operator – after any update by the BNB of the test packs of genuine banknotes/ circulation coins – by a recognition test of Bulgarian banknotes/circulation coins.

Section II

APPLYING FOR TESTS

Article 25. (1) For conducting tests, the Service Operator/Machine Operator shall file with the BNB an application in writing for conducting an initial/control test as per sample form – Appendix No 3 (for an initial test), Appendix No 4 (for an initial re-test) or Appendix No 5 (for a control test).

(2) When applying for an initial test, the application under par. 1 shall be accompanied by the full technical documentation of the machines subject of testing, including an operations manual, repair and cleaning instructions and any other documentation, if available, plus a document certifying the applicant's right to represent the machine manufacturer on the territory of the Republic of Bulgaria. The technical documentation shall be submitted in the manufacturer's original version together with translation in Bulgarian, made by a translator included in the list of the of translators of the Ministry of Foreign Affairs.

Article 26. (1) Within 20 business days from receipt of the application under art. 25, par. 1, and where an initial test is applied for – also of the appendices under art. 25, par. 2, the BNB shall consider the application and the documentation submitted, and where needed it may request additional technical documentation or information about the machines.

(2) The BNB shall consider the applications for conducting tests in the order of their receipt.

(3) Where the application for conducting tests meets the requirements of these General Terms and Conditions, it is accompanied by the full technical documentation and a review of the same finds that the machine is subject to testing pursuant to the provisions of Ordinance No 18, the BNB shall send to the applicant a written confirmation (“confirmation“) of readiness for conducting the tests applied for with the date and place of conducting of tests indicated in the confirmation.

(4) Provided the review of the technical documentation finds that the machine does not meet the provisions of Ordinance No 18 and/or the applicant has failed to submit the additional documentation or information, the BNB shall refuse to conduct the tests applied for and shall return to the applicant the full set of documentation received.

Section III
**CONDUCTING TESTS
AND ANNOUNCING THE RESULTS THEREOF**

Article 27. (1) Initial tests and control tests under art. 24, par. 2 shall be conducted by BNB staff, as designated in a written order of the BNB Chief Cashier, with participation of a representative of the Service Operator/Machine Operator, as set out in the application under art. 25, par. 1.

(2) Initial tests shall be conducted at the BNB Cash Centre at address: 10 Mihail Tenev Street, Sofia 1784, or at any other location designated by the parties in the application for conducting of tests and in the BNB's confirmation. Initial tests shall be conducted at the location of installation of the machines.

(3) A protocol shall be drawn up on the test results, which shall be signed by the persons under par. 1.

Article 28. (1) Before conducting of the tests applied for, the Service Operator/Machine Operator shall place on every machine an information sticker containing as a minimum the following information: name of the machine, model and name of the software used and its version, type of the sensor(s) used.

(2) At the applicant's discretion, other information may also be included in the sticker under par. 1, provided the latter is not contrary to the data under par. 1.

(3) The Service Operator/Machine Operator that have applied for testing shall not be entitled to place on the machines the BNB logo or any other signs, making any reference, whatsoever, of the Bulgarian National Bank, without the BNB's prior written consent.

Article 29. Within one month from the successful completion of an initial test of a new type/model of sorting machine or customer-operated machine, or from the successful control test for setting up of machines after a test pack update, the BNB shall publish on its website, www.bnb.bg, information of a successfully completed test of a machine, containing at least the following information:

1. type and model of the machine;
2. identification of the used hardware, software and software version;
3. availability of equipment for recognition and for sorting by fitness;
4. type of processed banknotes/circulation coins (by denomination) and their issues;
5. information of the manufacturer of the machine, respectively the manufacturer's authorized representative for Bulgaria;
6. version of the test packs used in the test;
7. date and type of the latest conducted test of the machine type/model.
8. Service Operator for the relevant machine model.

Article 30. The BNB and the Service Operator/Machine Operator applying for the testing agree and consent that the information of the test results shall not be considered confidential and the Service Operator/Machine Operator shall be entitled:

- a) to communicate /refer to the results of the conducted tests, without changing their content, and in a manner preventing any misunderstanding with regard to the outcome of the conducted tests;
- b) to provide a link from its website to the BNB website, where the results of the conducted tests are published.

Article 31. (1) If the control tests of three or more sorting machines /customer-operated machines of a particular model with identical hardware and software, serviced by the same Service Operator, fail, the BNB shall place the machines of this model serviced by the same Service Operator under surveillance for a period not longer than three months. Placing under surveillance shall be published in the list under art. 43, par. 1 of Ordinance No 18.

(2) The Service Operator/Machine Operator that applied for testing of machines placed under surveillance shall apply to the BNB for a control re-test to be made of these machines within the term under par. 1.

(3) The Bulgarian National Bank shall remove from the list published on its website the model of sorting machine/customer-operated machine, serviced by the Service Operator under par. 1, if the machines under surveillance do not pass successfully the control re-test within the term set under par. 1.

(4) In case of failure at a test, the Service Operator that applied for testing shall be obligated to immediately notify the customers – Machine Operators – serviced thereby that the tests of a particular type/model of machines were unsuccessful, respectively that the machines have to be reset.

Article 32. (1) The BNB shall inform the Machine Operators and Service Operators that applied for conducting of tests under these General Terms and Conditions:

a) when a new type of counterfeit banknote/circulation coin, entailing potential risk for cash circulation, is found;

b) when a new issue of banknote/circulation coin is put in circulation;

c) upon updating of test packs.

(2) In the cases under par. 1, the BNB may set a particular deadline for the Service Operators/ Machine Operators to take actions to reset the machines serviced /operated by them.

Article 33. Upon receipt of information under art. 32, par. 1, the Service Operator shall be obligated to immediately notify the Machine Operators serviced thereby that the machines they use should be adapted, and:

a) in the cases under art. 32, par. 1, letter “a” – to file an application with the BNB for conducting a control test under art. 24, par. 2, letter “c” as per sample form – Appendix No 5. In such cases, section II, respectively section III, shall apply.

b) in the cases under art. 32, par. 1, letters “b” and “c” – to reset the machines run thereby within the shortest possible term, not longer than 3 months.

Section IV

RIGHTS AND OBLIGATIONS OF THE BNB AND THE SERVICE OPERATOR/MACHINE OPERATOR IN RELATION TO TESTING

Article 34. (1) The Bulgarian National Bank shall be entitled at any time to exercise control of the performance of the obligations of the Service Operator/Machine Operator that filed an application for conducting of tests under these General Terms and Conditions. Control shall be exercised by BNB staff, as designated by an order of the BNB Chief Cashier.

(2) The control under par. 1 may be exercised by verification of documents, including on electronic medium, checking the technical indicators of the machines and the information indicated on them, and also by conducting control tests pursuant to art. 24, par. 2, letter “a”.

(3) The Service Operator/Machine Operator is obligated to fully cooperate with the BNB representatives exercising the control under paragraphs 1 and 2.

Section V

INTELLECTUAL PROPERTY RIGHTS

Article 35. By signing an application for conducting of tests, the Service Operator/Machine Operator:

1. declares it has the right to use the machines, including objects of intellectual property rights incorporated therein, for the purposes of pursuing its business;
2. declares it is authorized to provide to third parties, including the BNB, the right to test the machines and to publish the results thereof;
3. authorizes the BNB to conduct tests of the machines supported/used thereby and to publish the results thereof under the conditions and according to the procedure per Chapter Four, sections I and III of these General Terms and Conditions;
4. agrees to compensate the BNB for the full amount of any damages suffered, including material and nonmaterial damages, including legal expenses, where the conducted tests and/or the published results thereof result in any breach by the BNB of third party rights over objects of intellectual property related to, or incorporated in, the machines.

Article 36. The BNB undertakes to use the machine-related documentation and information, provided by the Service Operator/Machine Operator, and to exercise the rights under art. 35, item 3 only for the purposes of testing the machines and publishing the test results.

Section VI
DECLARATIONS AND LIABILITY

Article 37. The Service Operator/Machine Operator declares and warrants that:

1. the information provided thereby to the BNB for testing purposes is complete and correct;
2. the machines it will run and/or distribute on the territory of the Republic of Bulgaria, including by selling, renting or otherwise, shall have the technical characteristics, functionalities and settings, identical with those of the machines that have successfully passed an initial test, and they shall be suitable to perform in good quality the operations with banknotes and circulation coins, for which they were tested;
3. it agrees and consents to be fully liable, including to third parties, for all consequences of the operation of the machines in a manner other than the one established at the initial/control test of the relevant machine type/model, as well as for the consequences of any untimely adaptation, through its fault, of the machines when new issues of banknotes/circulation coins are put in circulation, respectively upon any changes in the technical specifications, tolerances, design and security features of the banknotes/circulation coins, after the date of release into circulation of the new issues of banknotes/circulation coins, respectively after the date of the official announcement by the BNB of the amendments made to the above mentioned parameters of banknotes or circulation coins.

Article 38. (1) The BNB shall not be liable for damages caused to the Service Operator/Machine Operator or third parties, resulting from actions or inaction of the Service Operator, the Machine Operator respectively, related to the distribution, technical support or operation of the machines, nor for obligations assumed by the Service Operator/Machine Operator with regard to its customers or other third parties in respect of the distribution, support and operation of the machines, including tests and the information published about them.

(2) The BNB shall not be liable for damages caused to the Service Operator/Machine Operator during or in connection with conducted machine tests or the published test results provided that the tests have been conducted and the results have been published in compliance with these General Terms and Conditions.

(3) The Service Operator/Machine Operator shall be fully liable for the technical condition of the tested machines, including for the deviations in their normal operation.

Section VII
COSTS

Article 39. (1) All costs for the control tests under art. 24, par. 2, (b) shall be covered by the Service Operator/Machine Operator.

(2) The costs for the control tests under art. 24, par. 2, (a) and (c) shall be covered by the BNB.

(3) For initial tests, the Service Operator/Machine Operator who applied for the test shall pay no fee or costs to the BNB. If initial tests fail and re-tests are needed, the Service Operator/Machine Operator shall file a written application for a re-test (Appendix No. 4) and shall pay the BNB a re-test fee as specified in the Tariff.

(4) The amounts due by the Service Operator/Machine Operator shall be paid to a bank account specified by the BNB within 5 business days as of the date of receiving the invoice issued by the BNB for the relevant payment. The fees due for re-tests applied for shall be paid not later than 3 business days prior to the date set for the tests.

Article 40. The BNB shall not be liable for the costs incurred by the Service Operator/Machine Operator for setting up and testing the machines supported/used by the latter, and for any costs arising from claims made against the Service Operator/Machine Operator by its customers or by other third parties connected with the use and operation of the machines.

Chapter Five

CONFIDENTIAL INFORMATION

Article 41. The BNB and the Service Operator/Machine Operator/bank (hereinafter referred to ‘the parties’) agree to not disclose confidential information that has become known to them during or in connection with the application of these General Terms and Conditions (‘confidential information’).

Article 42. (1) According to these General Terms and Conditions, confidential shall be any information exchanged between the parties, no matter how it is provided, including on paper, in electronic form or on another data medium, including:

1. any information relating to the technical characteristics of the banknotes and circulation coins, which is not classified information according to the Law on Protection of Classified Information, and which has not been published by the BNB;
2. the information provided to the BNB by the Service Operator/Machine Operator/bank, which is its corporate or trade secret;
3. the information relating to the machine tests, designated in writing by the BNB and/or the Service Operator/Machine Operator as confidential;
4. the data relating to test results, which are not subject to publication under art. 29 of these General Terms and Conditions;
5. any other data and information designated in writing by the BNB and/or the Service Operator/Machine Operator/bank as confidential.

(2) Confidential shall not be the information which:

1. has become publicly available through no fault of the party that has received the information (‘the receiving party’);
2. has been lawfully disclosed to the receiving party by a third party with no prohibition on its dissemination;
3. the BNB has published about the design, technical characteristics and security features of the banknotes and circulation coins, intended for their recognition by the general public;
4. the receiving party is required to disclose under a legal provision or under a competent authority’s order; in the latter case the receiving party shall notify in writing thereof the party that has provided the information (‘the disclosing party’) and shall provide any necessary assistance to the disclosing party in limiting the number of recipients and any unwanted outcomes of that disclosure.

Article 43. The receiving party:

1. shall not disclose and shall protect from unauthorised access the confidential information received during or in connection with performance of the obligations under these General Terms and Conditions;
2. shall use the received confidential information only for complying with these General Terms and Conditions and shall not use it for its own purposes or in the interests of third parties;
3. shall provide access to the confidential information only to its employees, representatives and counterparties who need the information to effectively perform the receiving party’s obligations under these General Terms and Conditions;
4. shall take all necessary measures to ensure that its employees, representatives and counterparties safeguard the confidential information that has become known to them, including by making them assume a written obligation to not disclose the confidential information that has become known to them;
5. shall notify the disclosing party of any unlawful disclosure of confidential information as soon as possible after it learns about the disclosure.

Article 44. (1) By filing an application for machine tests, the Service Operator/Machine Operator shall give its consent for the BNB to use the information it has provided about the operation of the machines so that the BNB can improve the technical characteristics and security features of the banknotes and circulation coins, including for introduction of new security features and for the effective implementation of anti-money laundering measures.

(2) The BNB shall notify the Service Operator/Machine Operator of any case where the right under par. 1 is exercised.

Article 45. The Service Operator/Machine Operator/bank shall expressly confirm and agree that:

1. it shall use the confidential information provided by the BNB only for setting up the machines;
2. if confidential information needs to be disclosed to third parties, it shall provide such information only with the BNB's express written consent in each case.

Chapter Six

PERSONAL DATA PROTECTION

Article 46. (1) In its capacity as a data controller the BNB shall process natural persons' data in compliance with the Bulgarian law and the European Union law, including the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR).

(2) The data of the natural persons authorised to represent the Service Operator/Machine Operator/bank in connection with the application of these General Terms and Conditions, shall be processed by the BNB in compliance with the applicable provisions of the Law on Personal Data Protection and GDPR, if at least one of the circumstances specified in art. 6, par. 1 of GDPR is present. The data is stored for a period of:

a) 6 months as of the signature date of the protocol on delivering a test pack of genuine banknotes/coins under art. 8, par. 3;

b) 3 months as of the signature date of the protocol on returning samples of new issues of banknotes/coins under art. 17, par. 2, on the payment/collection of a penalty for unreturned samples, respectively;

c) 5 years as of the signature date of the protocol on machine tests under art. 27, par. 3.

(3) When the periods specified in par. 2 expire, the data shall be deleted.

Chapter Seven

GENERAL PROVISIONS

Section I

CORRESPONDENCE

Article 47. (1) The correspondence between the parties shall be in the Bulgarian language and in writing and shall be sent at the following addresses:

a) for the Service Operator/Machine Operator/bank – at the address specified in the application;

b) for the BNB – at: BNB Cash Centre, 10, Mihail Tenev St., 1784 Sofia.

(2) If there is a change in the headquarters address, email or other data specified in the application, the Service Operator/Machine Operator/bank shall notify the BNB within 7 days as of the change. If the Service Operator/Machine Operator/bank fails to do so, all notices, invitations and messages, sent by the BNB to the person authorised to represent the Service Operator/Machine Operator/bank at the last address and/or email specified in the application, shall be considered delivered.

Section II

AMMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

Article 48. (1) The BNB may unilaterally amend these General Terms and Conditions. The amendments shall come into effect 10 business days as of the date of their publication on the BNB's website www.bnb.bg.

(2) If a Service Operator/Machine Operator/bank disagrees with amendments to the General Terms and Conditions, it may unilaterally refuse to use the services applied for without prior notice and without paying the BNB any penalties for its refusal.

ADDITIONAL PROVISION

§ 1. According to these General Terms and Conditions, the terms below shall mean as follows:

a) 'bank', 'service provider', 'sorting machine', 'customer-operated machine', 'unfit banknote/coin', 'damaged banknote/coin', 'counterfeit banknote/coin' have the meaning as defined in the BNB's Ordinance No. 18 on control over the quality of the banknotes and coins in circulation;

b) 'Service Operator' is a trader – natural or legal person who is professionally involved in providing technical support of sorting machines or customer-operated machines;

c) 'Machine Operator' is a bank or service provider providing services by means of sorting machines and/or customer-operated machines;

d) 'recognition test' is a test to check whether the machines are capable of separating genuine from counterfeit Bulgarian banknotes and/or circulation coins, in accordance with Ordinance No. 18 and the BNB's standards for recognition of Bulgarian banknotes and circulation coins; the test is carried out by one-time running through the machines an up-to-date test pack of counterfeit banknotes and/or circulation coins, of all denominations, which the machines can process;

e) 'sorting test' is a test to check whether the machines are capable of separating fit from unfit Bulgarian banknotes and/or circulation coins, in accordance with Ordinance No. 18 and the BNB's standards for fitness of Bulgarian banknotes and circulation coins; the test is carried out by one-time running through the machines an up-to-date test pack of genuine fit and unfit banknotes and/or circulation coins, of all denominations, which the machines can process;

TRANSITIONAL AND FINAL PROVISIONS

§ 2. The contracts for providing test packs and for testing machines, signed between the BNB and Service Operators/Machine Operators before these General Terms and Conditions come into effect, shall be in effect and shall be performed as provided therein until the tests applied for are completed or until the test packs provided by the BNB are returned, respectively.

§ 3. These General Terms and Conditions have been adopted with Decision No. 331/3 October 2019 of the BNB's Governing Council and shall come into effect as of 7 October 2019.

To
the BNB Chief Cashier
10, Mihail Tenev St.
1784 Sofia

**Application
for a test pack of genuine banknotes/coins**

1. Applicant (Service Operator): UIC

.....

headquarters address

correspondence address.....

email:, tel.

represented by

in my capacity as

Person authorised to receive the test pack on behalf of the Service Operator:
.....tel.....

2. We would like to receive a test pack of genuine fit and unfit:

Bulgarian banknotes Bulgarian circulation coins

for the purpose of setting up and testing sorting machines/customer-operated machines.

Declarations

By signing the application for a test pack of genuine banknotes/coins ('the application'), we confirm that:

1. we have read the BNB's General Terms and Conditions for providing test packs and samples of banknotes and circulation coins and for testing sorting machines and customer-operated machines ('General Terms and Conditions') and we agree to comply with them in our relations with the BNB in respect of the provided test packs of genuine banknotes/coins;
2. we will ensure the receipt of the test pack at the BNB Cash Centre, 10, Mihail Tenev St., 1784 Sofia, on the date to be set by the BNB in the written confirmation for providing the test pack.

Date: _____

Applicant: _____

To
the BNB Deputy Governor
in charge of the Issue Department
1, Knyz Alexander I Sq.
1000 Sofia

**Application
for samples of new issues of Bulgarian banknotes/circulation coins**

1. Applicant (bank): UIC

.....

.....

headquarters address

correspondence address.....

email:, tel.

represented by

in my capacity as

Person authorised to represent the bank in receiving and returning the samples:

.....

.....(full name and position of the bank's officer authorised to receive/return the samples)

email:, tel.

2. We would like to receive for a period of days samples of:

- banknotes of levs, issue
- circulation coins of lev(s)/stotinka(s), issue

3. We declare that for the purpose of setting up sorting machines/customer-operated machines we will provide the samples to the following Service Operators/Machine Operators:

..... UIC

.....

..... UIC

.....

Declarations

By signing the application for samples of new issues of Bulgarian banknotes/circulation coins ('the application'), we confirm that:

1. we have read the BNB's General Terms and Conditions for providing test packs and samples of banknotes and circulation coins and for testing sorting machines and customer-operated machines ('General Terms and Conditions') and we agree to comply with them in the bank's relations with the BNB in using the samples of banknotes/coins provided by the BNB;
2. we will ensure the receipt of the samples at the BNB Cash Centre, 10, Mihail Tenev St., 1784 Sofia, on the date to be set by the BNB in the written confirmation for providing the samples;
3. we accept to be liable under art. 21 of the General Terms and Conditions and we agree that if a penalty due under art. 21 and the Tariff is not paid within the term specified in the General Terms and Conditions, the BNB may collect the amount due from any account of the bank held with the BNB.

Date: _____

Applicant: _____

To
the BNB Chief Cashier
10, Mihail Tenev St.
1784 Sofia

**Application
for initial tests on sorting machines/customer-operated machines**

1. Applicant (Service Operator/Machine Operator): UIC

.....
headquarters address

correspondence address.....

email:, tel.

represented by

in my capacity as

Person authorised to represent the Service Operator/Machine Operator during and in connection with the tests:

.....
(full name and position of the applicant's officer)

email:, tel.

2. We apply for an initial test(s) on the machines with specifications as per the attached list.

3. We attach hereto a complete set of the technical documentation of the machines under item 2.

Declarations

By signing the application for initial tests on sorting machines/customer-operated machines ('the application'), we confirm that:

1. we have read the BNB's General Terms and Conditions for providing test packs and samples of banknotes and circulation coins and for testing sorting machines and customer-operated machines ('General Terms and Conditions') and we agree to comply with them in our relations with the BNB in respect of the tests on sorting machines/customer-operated machines;

2. we confirm the declarations under art. 35 and art. 37 of the General Terms and Conditions;

3. we accept the tests under item 2 of the application to be carried out at the BNB Cash Centre, 10, Mihail Tenev St., 1784 Sofia, on the date and at the time to be set by the BNB in the written confirmation of the tests;

Date: _____

Applicant: _____

To
the BNB Chief Cashier
10, Mihail Tenev St.
1784 Sofia

**Application
for re-tests on sorting machines/customer-operated machines**

1. Applicant (Service Operator/Machine Operator): UIC

.....

headquarters address

correspondence address.....

email:, tel.

represented by

in my capacity as

Person authorised to represent the Service Operator/Machine Operator during and in connection with the tests:

.....

(full name and position of the applicant's officer)

email:, tel.

2. We apply for a re-test(s) on the machines with specifications as per the attached list.

3. We attach hereto a complete set of the technical documentation of the machines under item 2.

Declarations

By signing the application for re-tests on sorting machines/customer-operated machines ('the application'), we confirm that:

1. we have read the BNB's General Terms and Conditions for providing test packs and samples of banknotes and circulation coins and for testing sorting machines and customer-operated machines ('General Terms and Conditions') and we agree to comply with them in our relations with the BNB in respect of the re-tests on sorting machines/customer-operated machines;

2. we confirm the declarations under art. 35 and art. 37 of the General Terms and Conditions;

3. we accept the tests under item 2 of the application to be carried out at the BNB Cash Centre, 10, Mihail Tenev St., 1784 Sofia, on the date and at the time to be set by the BNB in the written confirmation of the re-tests;

4. we accept to pay the fee and costs for the re-tests as specified in Chapter Four, Section VII, within the period under art. 39 of the General Terms and Conditions.

Date: _____

Applicant: _____

To
the BNB Chief Cashier
10, Mihail Tenev St.
1784 Sofia

**Application
for control tests on sorting machines/customer-operated machines**

1. Applicant (Service Operator/Machine Operator): UIC

headquarters address

correspondence address.....

email:, tel.

represented by

in my capacity as

Person authorised to represent the Service Operator/Machine Operator during and in connection with the tests:

.....
(full name and position of the applicant's officer)

email:, tel.

2. We apply for a control test(s) on the machines with specifications as per the attached list.

Declarations

By signing the application for control tests on sorting machines/customer-operated machines ('the application') we confirm that:

1. we have read the BNB's General Terms and Conditions for providing test packs and samples of banknotes and circulation coins and for testing sorting machines and customer-operated machines ('the General Terms and Conditions') and we agree to comply with them in our relations with the BNB in respect of the tests on sorting machines/customer-operated machines;

2. we confirm the declarations under art. 35 and art. 37 of the General Terms and Conditions;

3. we accept the tests under item 2 of the application to be carried out on the date and at the time to be set by the BNB in the written confirmation of the tests.

Date: _____

Applicant:_____