

CONTRACT

No

Today, 2026, in Sofia, this Contract was entered into between:

the **BULGARIAN NATIONAL BANK**, headquartered and with registered office at Sofia 1000, 1, Knyaz Alexander I Sq., BULSTAT code 000694037, represented by, Deputy Governor in charge of the Issue Department, and, Chief Accountant, hereinafter referred to as '**CONTRACTING AUTHORITY**' or '**BNB**', on the one side,

and

....., with personal identification number /EGN/, ID card No, issued on by, address:, hereinafter referred to as '**CONTRACTOR(s)**', on the other side,

pursuant to the BNB Governing Council's Decision No of ranking the artistic designs submitted for the anonymous competition for graphic and plastic designs of the national side of the 2-euro commemorative coin 'Bulgarian Alphabet', year of issue 2026, and art. 42, para. 1 of the Copyright and Related Rights Law (CRRL) and art. 17 of the Industrial Design Law (IDL), about the following:

I. OBJECT OF THE CONTRACT

Art. 1. (1) This Contract establishes the relationships between the CONTRACTING AUTHORITY and the CONTRACTOR(s) with regard to the artistic designs created by the CONTRACTOR(s) ranked *1st/2nd/3rd* in the anonymous competition for graphic and plastic designs of the **national side of a 2-euro commemorative coin 'Bulgarian Alphabet', year of issue 2026**.

(2) The CONTRACTING AUTHORITY shall acquire any and all rights, including economic and moral copyrights, except for the unalienable rights, over the artistic design of the CONTRACTOR(s) under para. 1, comprising 1 (one) graphic and 1 (one) plastic designs, including all modifications, if any, with all the ensuing powers, under art. 42, para. 1 of CRRL, and shall also acquire the industrial design right over the fonts used in creating the design under art. 17 of IDL.

II. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 2. (1) By signing this Contract and receiving the remuneration due, the CONTRACTOR(s) agree that the CONTRACTING AUTHORITY acquires any and all rights,

including economic and moral copyrights, except for the unalienable rights, over the artistic design of the CONTRACTOR(s) under art. 1, para. 1, including all modifications, if any, under art. 42, para. 1 of CRRL, as well as the right to use them without any restriction and as it may see fit.

(2) By signing this Contract and receiving the remuneration due, the CONTRACTOR(s) shall also give their consent for the CONTRACTING AUTHORITY to acquire the industrial design right over the fonts used in the artistic design pursuant to art. 17 of IDL, and the right to use them without restrictions and as it sees fit. The remuneration under art. 17, para. 2 of IDL shall be included in the remuneration under art. 4, para. 1.

(3) The CONTRACTOR(s) shall be entitled to be paid the remuneration due in accordance with the terms and conditions hereof.

(4) By signing this Contract, the CONTRACTOR(s) declare that:

a) in creating the designs which have been submitted for the anonymous competition for an artistic design (one graphic and one plastic design) of the national side of a 2-euro commemorative coin ‘Bulgarian Alphabet’, year of issue 2026, and which have been acquired by the CONTRACTING AUTHORITY, they have not used any designs, patterns, schemes, drawings, works of art, including works of applied art, design, folk arts and crafts, photographic works or works created in a way similar to photography, or any other works or parts thereof which constitute or contain another author’s copyright or related rights;

b) the designs created by them are original works of authorship and they do not infringe another author’s copyright or related right;

c) in creating the designs, they have not replicated, re-worked or otherwise misused someone else’s work of authorship or parts thereof within the meaning of the Copyright and Related Rights Law, nor have they used, modified, or otherwise altered another author’s work;

d) in creating the design, they have not used any graphic symbols and/or print fonts that have a valid industrial design registration or fall within the scope of protection under art. 18 of IDL, with no permission to do so;

e) in creating the design, they have not used any artificial intelligence tools. The following artificial intelligence tool(s)... .. has/have been used in creating for the following purposes (to be completed when the Contractor(s) used artificial intelligence tools).

f) they shall be subject to administrative penal liability for infringing other authors’ copyrights under Chapter XIII of the Copyright and Related Rights Law, or for using registered design or design falling within the scope of protection under art. 18 of IDL without the design right holder’s consent under Chapter Seven of the Industrial Design Law, and shall be subject to criminal liability under

Section VII ‘Offences against the intellectual property’, Chapter Three ‘Offences against the rights of citizens’ of the Penal Code.

(5) The CONTRACTOR(s) shall be held fully liable, including shall compensate in full the CONTRACTING AUTHORITY, for any and all material and non-material damages suffered by the CONTRACTING AUTHORITY as a result of third parties’ claims or actions filed against the CONTRACTING AUTHORITY relating to infringed third party copyright and related rights or to violation of any other legal requirements while creating the artistic design hereunder.

(6) Where designs need to be modified, the CONTRACTOR(s) shall work in good faith and in compliance with the CONTRACTING AUTHORITY’s requirements, and shall not disclose any information or circumstances that have become known to them during the modification made under this Contract, including after the termination of this Contract.

(7) The CONTRACTOR(s) shall provide the CONTRACTING AUTHORITY with the original vector files of the graphic design of the coin’s national side (as pdf files converted into curves) when the CONTRACTING AUTHORITY will produce the national side of the commemorative coin based on the designs of the CONTRACTOR(s). Within 5 (five) business days as of the signature date of this Contract, the original vector files under the preceding sentence shall be provided on an electronic medium or emailed to the CONTRACTING AUTHORITY at the following e-mail address:

(8) The CONTRACTOR(s) shall participate, where necessary and with no further remuneration, as consultants until sample coins are produced, where the CONTRACTING AUTHORITY decides to produce the national side of the commemorative coin using the designs of the CONTRACTOR(s).

(9) The CONTRACTOR(s) may not replicate, disseminate, sell or otherwise provide the designs or modifications thereof, if any, or individual elements thereof, to third parties. The CONTRACTOR(s) shall have the right to participate in exhibitions and publications with the designs created under this Contract only with the CONTRACTING AUTHORITY’s prior written consent.

(10) The CONTRACTOR(s) shall submit to the CONTRACTING AUTHORITY all designs, schemes, drawings, or other materials, either produced or obtained by them, related to the performance of this Contract.

(11) The CONTRACTOR(s) shall owe compensation for any damages suffered by the CONTRACTING AUTHORITY as a result of their failure to perform any obligations hereunder.

Art. 3. (1) The CONTRACTING AUTHORITY shall have the right to, without restriction, use the designs, including modifications thereof, created under this Contract.

(2) The CONTRACTING AUTHORITY shall pay the CONTRACTOR(s) the remuneration due under the terms and conditions hereof.

(3) The CONTRACTING AUTHORITY shall specify in its statements, publications and catalogues the name(s) of the CONTRACTOR(s) as the author(s) of the artistic design under art. 1, para. 1, and when this design is used to produce the national side of the commemorative coin.

(4) The CONTRACTING AUTHORITY shall not be liable for any misuse of authorship or infringement of a third party's copyright, related rights or any other right under the Copyright and Related Rights Law by the CONTRACTOR(s) in creating the designs under art. 1, para. 1, or in using registered design or design falling within the scope of protection under art. 18 of IDL, without the consent of its holder.

(5) The CONTRACTING AUTHORITY shall be entitled to full compensation by the CONTRACTOR(s) for any and all material and non-material damages suffered by the CONTRACTING AUTHORITY as a result of third parties' claims or actions relating to infringed third party copyright and related rights, or to violation of any other legal requirements by the CONTRACTOR(s) in creating the artistic designs under art. 1, para. 1.

III. REMUNERATION AND TERMS OF PAYMENT

Art. 4. (1) The CONTRACTING AUTHORITY shall pay the CONTRACTOR(s) remuneration for creating the designs, in the amount of as specified in the terms and conditions of the anonymous competition for a graphic and a plastic design of the national side of a 2-euro commemorative coin 'Bulgarian Alphabet', year of issue 2026, under the BNB Governing Council's Decision No on the ranking of the artistic designs. The remuneration shall be a one-off payment made under the terms and conditions hereof. The remuneration amount may not change no matter whether the CONTRACTING AUTHORITY will produce a commemorative coin using the CONTRACTOR(s)' designs or not, and regardless of the mintage of the produced commemorative coin.

(2) The CONTRACTING AUTHORITY shall pay the CONTRACTOR(s) the remuneration under para. 1 within 5 (five) business days as of the signature date of this Contract, except in the cases of art. 7.

(3) The CONTRACTOR(s) shall receive the remuneration via bank after deduction of the tax and social security contributions due under the applicable legislation. Upon signature hereof, the CONTRACTOR(s) shall submit to the CONTRACTING AUTHORITY properly completed and signed declaration(s) on social security status.

(4) Where a design is the result of team work, then the CONTRACTING AUTHORITY shall pay the remuneration under para. 1 as per the distribution protocol and the social security status declarations duly completed and signed by each team member.

(5) The CONTRACTING AUTHORITY shall make the payments under this Contract **in euro**, via bank, to the following bank account(s) of the CONTRACTOR(s):

IBAN:

BIC code:

Bank:

IV. DESIGN MODIFICATION

(where applicable)

Art. 5. (1) Where the design needs to be modified as specified in the BNB Governing Council's Decision on the ranking of the artistic designs, the CONTRACTOR(s) shall modify the graphic and/or plastic design of the national side of the coin ranked /place/ in the anonymous competition for a graphic and a plastic design of the national side of a 2-euro commemorative coin 'Bulgarian Alphabet', year of issue 2026, in compliance with the following requirements:

- *(where applicable)*

(2) The modified design(s) shall be delivered to the CONTRACTING AUTHORITY by /date/. *(where applicable)*

(3) The CONTRACTING AUTHORITY shall return, where necessary, the designs to the CONTRACTOR(s) for modification.

(4) The CONTRACTING AUTHORITY shall accept the modified designs and shall assess the work done as specified in art. 7.

Art. 6. (1) The actual delivery and acceptance of the modified design(s) shall take place on the CONTRACTING AUTHORITY's premises in Sofia, 1, Knyaz Alexander I Sq., and an acceptance protocol shall be drawn up in duplicate. The protocol shall be signed by the CONTRACTOR(s) and by the CONTRACTING AUTHORITY's representative designated with a written order of the BNB Chief Cashier.

(2) Within 3 (three) business days as of the date of the protocol referred to in the foregoing paragraph, a Committee appointed by the BNB Chief Cashier shall draw up a protocol on the assessment and approval of the modified design(s) or on the Committee's conclusions on them. The Committee shall also verify whether the CONTRACTOR(s) have complied with the time limits and requirements for the modification under this Contract.

(3) Where the Committee referred to in the foregoing paragraph finds any deficiencies and/or departures from the instructions, or after the CONTRACTING AUTHORITY's consultants recommended adjustments, the CONTRACTING AUTHORITY may return the design(s) to the CONTRACTOR(s) so that they can eliminate the deficiencies and/or make the relevant adjustments. The CONTRACTOR(s) shall eliminate the deficiencies or make the adjustments, respectively, at their own expense, within 5 (five) days as of the CONTRACTING AUTHORITY's written notice sent to them.

Art. 7. Where design(s) need to be modified under art. 5, then the CONTRACTING AUTHORITY shall pay the CONTRACTOR(s) 70% (seventy per cent) of the remuneration under art. 4, para. 1 and shall do so within the time limit under art. 4, para. 2. The remaining 30% (thirty per cent) of the remuneration under art. 4, para. 1 shall be paid to the CONTRACTOR(s) within 15 (fifteen) business days as of signature of the protocol under art. 6, para. 2 hereof, and in the cases of art. 6, para. 3 – after the deficiencies have been eliminated and/or the relevant adjustments have been made, respectively.

Art. 8. (1) For delayed completion of modification hereunder, the CONTRACTOR(s) shall owe the CONTRACTING AUTHORITY a penalty of 0.5% (point five per cent) of the remaining remuneration under art. 7, per day of delay, but not more than 30% (thirty per cent) of that amount.

(2) Where the CONTRACTOR(s) fail to fulfil their obligation to modify the designs under art. 6, para. 3, the CONTRACTOR(s) shall owe a penalty of 30% (thirty per cent) of the total remuneration under art. 4, para. 1.

(3) Where the CONTRACTOR(s) delay the modification of design(s) hereunder by more than 60 (sixty) days, the CONTRACTING AUTHORITY shall have the right to terminate the Contract in this part by notifying the CONTRACTOR(s) thereof and without giving them further time for completion. In this case, apart from the delay penalty, the CONTRACTOR(s) shall owe a penalty for termination of the Contract due to non-performance, in the amount of 20% (twenty per cent) of the total remuneration under art. 4, para. 1.

(4) Where the CONTRACTOR(s) fail to comply with the CONTRACTING AUTHORITY's instructions for modification of designs under art. 5, para. 1, the CONTRACTING AUTHORITY may unilaterally terminate the Contract in this part, without giving them further time for performance, and may not pay the CONTRACTOR(s) the remaining remuneration under art. 7.

V. FINAL PROVISIONS

Art. 9. (1) This Contract was signed in accordance with the terms and conditions of the anonymous competition for a graphic and a plastic design of the national side of a 2-euro commemorative coin ‘Bulgarian Alphabet’, year of issue 2026.

(2) This Contract shall come into effect as of the date of its signature by the parties hereto and may be amended and supplemented only with the parties’ written consent. The signature date shall be the date indicated in the reference number assigned by the CONTRACTING AUTHORITY’s records-keeping system and put on page 1 hereof.

(3) Any disputes arising in connection with the performance or interpretation of this Contract shall be settled by means of agreement, and if no agreement can be reached, the disputes shall be referred to the competent Bulgarian court in Sofia.

(4) The provisions of the Bulgarian law shall apply to any matter not covered herein as well as to any disputes related to this Contract.

(5) By signing this Contract, the parties hereto declare that this Contract was not signed through duress, fraud or extreme need.

(6) All data, information and evidence relating to the signature and performance of this Contract, shall be treated as commercial secret by the parties hereto.

Art. 10. (1) Upon signing this Contract, the parties shall provide only the personal data needed for the signature and performance of this Contract.

(2) The personal data provided under para. 1 shall be processed only for the purpose of performing this Contract.

(3) The BNB shall process the personal data of the CONTRACTOR(s) pursuant to this Contract.

(4) The personal data of the CONTRACTOR(s) received by the BNB shall be kept from the time when they are provided together with this Contract until the time when they have to be deleted/erased in accordance with the List of the types of documents and their retention periods at the BNB, approved by the BNB Governor.

(5) The BNB shall not use any automated decision-making process with regard to the personal data provided for the purposes of this Contract.

(6) No personal data shall be published or disclosed by the BNB to third parties, except in the cases under art. 3, para. 3 and for the BNB’s reporting the remuneration paid to the CONTRACTOR(s) to the relevant territorial directorate of the National Revenue Agency. Access to these data shall be granted only to the BNB officials whose official duties so require/permit, and who have signed declarations for the protection and lawful and fair storage of these data.

Art. 11. (1) The CONTRACTOR(s) shall have the right of access to, and the right to rectification or erasure of, their personal data, the right to restrictions on their processing, and the right to data portability in compliance with the requirements 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).

(2) In case of unlawful processing of personal data, the parties hereto shall have the right to lodge a complaint with the Personal Data Protection Commission or the Court of General Jurisdiction.

This Contract comprises 8 (eight) pages and was executed and signed in two uniform original copies, one for each party.

Integral parts of this Contract shall be:

1. Declaration(s) on the social security status of the Contractor(s);
2. Distribution protocol (*where applicable*).

FOR THE CONTRACTING AUTHORITY:

FOR THE CONTRACTOR(s):

.....

.....

DEPUTY GOVERNOR

.....

.....

CHIEF ACCOUNTANT