

## FRAMEWORK AGREEMENT OF PAYMENT SERVICES

### 1. CONTRACTING PARTIES

#### 1.1. PAYMENT SERVICE PROVIDER:

NAME: STOPANSKA BANKA AD – SKOPJE

HEAD OFFICE – ADDRESS: 11-ti Oktomvri Str. No 7 Skopje-Center

URN: 4065549, Trade Registry - Central Registry of the Republic of North Macedonia TIN: 4030996116744

E-MAIL: [sbank@stb.com.mk](mailto:sbank@stb.com.mk) WEBSITE: [www.stb.com.mk](http://www.stb.com.mk)

CONTACT CENTER: tel. + [\(02\)3100 109](tel:023100109), e-mail: [kontaktcentar@stb.com.mk](mailto:kontaktcentar@stb.com.mk) National Bank of the Republic of North Macedonia (NBRNM)

LEGAL REPRESENTATIVES: 1) Diomidis Nikolettopoulos, Chief Executive Officer and Chairman of the Board of Directors and 2) Milica Chaparovska – Jovanovska, Chief Retail Officer, member of the Board of Directors (hereinafter referred to as the Payment Service Provider or the Bank)

#### 1.2. PAYMENT SERVICE USER:

NAME AND SURNAME: \_\_\_\_\_

CLIENT'S ID: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_

PIN: \_\_\_\_\_

ID CARD / PASSPORT NO: \_\_\_\_\_

CLIENT'S STATUS: \_\_\_\_\_ (resident / nonresident)

E-MAIL: \_\_\_\_\_

(hereinafter referred to as the Payment Service User or the User)

### 3. GENERAL PROVISIONS

(1) This text together with the following attachments:

- General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions;
- General Terms and Conditions for Individual Debit Cards;
- General Terms and Conditions for Individual Digital Banking;
- Application for Use of Services Linked to a Payment Account;
- Tariff of Fees and Commissions for Services Linked to a Payment Account,

are integral parts of a Framework Agreement of Payment Services (hereinafter referred to as the Agreement) that regulates the following:

- (i) the execution of individual and subsequent payment transactions, and
- (ii) the rights, obligations, terms and conditions for opening, maintaining and closing a payment account.

(2) For matters not regulated by this Agreement the General Terms and Conditions referred to in paragraph 1 of this section and the Law on Payment Services and Payment System (hereinafter referred to as the LPSPS) and other laws and regulations shall apply.

(3) The attachments referred to in paragraph 1 of this section are available in electronic version on the website: [www.stb.com.mk](http://www.stb.com.mk) and in printed form in the Bank's branches.

(4) The User hereby acknowledges that he / she has received, read, understood and agreed with:

- The attachments referred to in paragraph 1 of this section;
- The information document of fees and commissions for services with standardized terms and definitions from the list of most representative services linked to a payment account of NBRNM and fees and commissions for services provided by the Bank;
- The previous information on the use of payment services in accordance with Article 56 of the LPSPS and pre agreed information referred to in Articles 5 and 6 of the Law on Consumer Protection in Case of Consumer Loan Agreements; and
- The Glossary containing the standardized terms and definitions from the list of most representative services linked to a payment account of NBRNM.

(5) The Contracting Parties agree that the Bank shall update the General Terms and Conditions referred to in paragraph 1 of this section, and that the updated versions shall be available in electronic form in a prominent place on the website and in printed form in the Bank's branches.

(6) For the purpose of this Agreement, the terms used herein shall have the meaning prescribed in the LPSPS and in the attachments referred to in paragraph 1 of this section.

## **4. PAYMENT SERVICES**

### **4.1. DESCRIPTION OF PAYMENT SERVICES**

(1) The Bank as a payment service provider shall provide the following payment services:

- 1) Depositing on and withdrawing cash from the payment account as well as all activities related to opening, maintaining and closing the account;
- 2) Making payment transactions, including the transfer of funds to a payment account at the User's Bank or at another payment service provider:
  - making payment transactions with payment cards or similar telecommunication, digital or information devices, and
  - making credit transfers, including standing orders;
- 3) Making payment transactions where the funds are secured by a credit line for the user:
  - making payment transactions with payment cards or similar telecommunication, digital or information devices, and
  - making credit transfers, including standing orders;
- 4) Issuing payment instruments and / or accepting payment transactions;
- 5) Cash remittances;
- 6) Payment initiation services; and
- 7) Services for providing information about payment accounts.

### **4.2. OPENING OF A PAYMENT ACCOUNT**

(1) The Bank may open one or more payment accounts to the User in the same or in different currencies, regardless of their features or purpose, after a submitted and approved request for opening a payment account in accordance with this Agreement. By way of derogation from the above, the Bank may not open a MKD payment account if the User has opened a basic payment account with the same or another payment service provider.

(2) For each opened account as referred to in paragraph 1 of this subsection, the Bank shall issue an individual Agreement / Application for opening a payment account under the ID number of the User specified in the Preamble of this Agreement, and each individual Agreement / Application shall be an integral part hereof.

(3) The procedures for opening a payment account are detailed in the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

### **4.3. UNIQUE IDENTIFIER AND INFORMATION SPECIFICATION**

(1) The payment account has a unique identifier – number of the payment account assigned by the Bank stated in the Application for Opening a Payment Account / Basic Payment Account when issuing payment orders for the purpose of unambiguous identification of the User and the payment account.

### **4.4. EXECUTION OF PAYMENT TRANSACTIONS**

(1) The Bank shall execute payment transactions under the conditions stipulated in the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions and in LPSPS and the applicable regulations, including the laws and regulations in the field of foreign exchange operations. The General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions regulates in details the procedure of: authorization and execution of payment transactions, receipt of a payment order, term for execution of payment services, limitation of spending when using a payment instrument, execution of standing orders for obligations for overhead expenses and execution of standing orders for settlement of obligations under a loan and / or a credit card.

## **5. FEES AND COMMISSIONS, INTEREST RATES AND EXCHANGE RATES**

### **5.1. FEES AND COMMISSIONS**

(1) The Bank shall have the right to calculate and charge fees for payment services provided to the User in accordance with this Agreement. For the payment services provided by the Bank to the User, the Bank shall have the right to calculate and charge fees and commissions and charges under the conditions and the terms determined in the Tariff of the Bank and the attachments referred to in section 3 paragraph 1 hereof.

### **5.2. INTEREST RATES**

(1) On the MKD and FX payment accounts, the Bank shall calculate and pay interest in favor of the User in accordance with the interest rate stated in the individual Application for Opening a Payment Account and the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

(2) To the amount of allowed overdraft on the payment account (if any), the Bank shall calculate and charge interest at interest rates in accordance with the agreement concluded between the Bank and the User on allowed overdraft.

(3) To the amount of unauthorized overdraft i.e. funds that the User uses above the determined amount of allowed overdraft on a payment account, the Bank shall calculate default interest in accordance with the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

### **5.3. EXCHANGE RATES**

(1) For any payment transaction covering purchase and sale of foreign currency and effective foreign currencies, exchange rates stated in the Bank's Exchange Rate List, valid on the date of realization of the payment transaction, shall apply as envisaged in the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

(2) The Exchange Rate List referred to in paragraph 1 is available at the Bank's branches and website.

## **6. COMMUNICATION BETWEEN THE CONTRACTING PARTIES**

(1) The Contracting Parties agree that the communication between them shall take place through the last known / updated contact details of the User that the Bank has in its records, via all available communication channels in accordance with the attachments referred to in section 3 paragraph 1 of this Agreement.

## **7. PROTECTIVE AND CORRECTIVE MEASURES**

(1) Protective and corrective measures when using a payment instrument as well as the rights, obligations and responsibilities of the Contracting Parties in relation to performing payment transactions through a payment instrument are regulated by the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

(2) The rights, obligations and responsibilities of the Contracting Parties in relation to performing payment transactions are regulated by the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

## **8. VALIDITY PERIOD, AMENDMENTS AND TERMINATION OF THE FRAMEWORK AGREEMENT**

### **8.1. VALIDITY PERIOD**

(1) This Agreement is concluded for an indefinite period of time and its validity may cease under the conditions provided for in the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions and in accordance with the applicable laws and regulations.

### **8.2. AMENDMENTS**

(1) The conditions and the method of amending this Agreement and the attachments referred to in section 3, paragraph 1 of this Agreement are regulated by the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions and LPSPS.

### **8.3. TERMINATION**

(1) The terms and conditions for termination of this Agreement are regulated by the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions and LPSPS.

## **9. TRANSMISSION SERVICE**

### **9.1 THE RIGHT TO USE THE TRANSMISSION SERVICE**

(1) The Bank shall allow the User to use the transmission service of payment accounts in accordance with the LPSPS.

### **9.2. TRANSMISSION PROCEDURE**

(1) The procedure for transmission of a payment account is detailed in the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions.

## **10. LEGAL PROTECTION OF THE PAYMENT SERVICE USER**

### **10.1. LAWS AND REGULATIONS APPLICABLE TO THE FRAMEWORK AGREEMENT**

(1) The provisions of the Law on Payment Services and Payment Systems, the Law on Foreign Exchange Operations, the Law on Consumer Protection in Case of Consumer Credit Agreements, the Law on Obligations, the Law on the Personal Data Protection shall apply to the payment services subject to this Agreement as well as other applicable laws and regulations in the Republic of North Macedonia.

### **10.2. PROTECTION OF THE RIGHTS OF THE PAYMENT SERVICE USER**

(1) If the User considers that the Bank fails to comply with its obligations to provide information regarding payment services, fails to fulfill its obligations to provide payment services or does not allow the User to use payment services in accordance with this Agreement and the LPSPS, the User shall have the right to submit a complaint in written or electronic form to the Bank.

(2) The User who has filed a complaint in accordance with paragraph 1 of this subsection and is not satisfied with the response received or did not receive a response within the agreed term, may file a complaint with the NBRNM.

(3) The submission of a complaint to the NBRNM shall not exclude or limit the right of the User to initiate a legal dispute with the Bank, for the purpose of protecting his / her interests.

(4) The Bank's response to the complaint provided for in paragraph 1 of this subsection, the right to submit a complaint to the NBRNM and the possibility of resolving disputes between the Contracting Parties in out-of-court proceedings shall be governed by the General Terms and Conditions for Opening and Maintaining a Payment Account and Making Payment Transactions and the LPSPS.

## **11. MINOR**

(1) If the User is a minor, this Agreement shall be concluded in and on behalf of the minor by the minor's legal representatives / legal representative / guardian indicated in the Preamble hereof.

(2) The legal representatives / legal representative / guardian indicated in the Preamble hereof shall make payment of the funds on the payment account in and on behalf of the minor.

(3) The funds on the minor's payment account shall be disposed of in accordance with the disposition clause specified in the Preamble of the individual Agreement / Application for Opening an Account subsection 4.2 paragraph 2 of this Agreement, by choosing one of the following options:

1. Both parents together,
2. Each of the parents individually, without a consent by the other parent,
3. Only one parent, in case of death of the other parent or if the child is entrusted to the care and fostering of that parent in accordance with a final court decision,
4. The guardian, appointed by a final decision of the Center for Social Affairs, and
5. The minor personally, after he / she reaches the legal age and fully capable of doing business, and until he / she reaches the legal age, no one shall have the right to dispose of the funds.

(4) The legal representatives / legal representative / guardian who is/are the signatory(s) of this Agreement shall be obliged to notify the Bank in the event that after the conclusion of this Agreement, a court decision or a decision of Center for Social Affairs was adopted that limits / revokes / reinstates the parental rights or appoints a guardian to the minor.

(5) After reaching the legal age, the User shall have the right to independently dispose of the funds on the payment account, as well as to independently take all actions in the payment operations with foreign countries in accordance with this Agreement.

## **12. MISCELLANEOUS**

(1) The Bank shall be a participant in the following payment systems:

- Macedonian Interbank Payment System – MIPS of the National Bank of RNM,
- Clearing Interbank System (KIBS), and
- other payment systems.

(2) At the request of the User, the Bank shall make available to him / her the information on the rules of operation according to which the payment systems referred to in paragraph 1 of this section function.

(3) The User agrees that his / her personal data shall be registered, processed, transmitted and updated in accordance with the applicable laws and regulations, to the extent necessary for the fulfillment of this Agreement, including contacting the User for the purpose of updating his / her data.

(4) The Payment Service Provider warrants that it provides an adequate level of security of the personal data of the Payment Service, including protection against unauthorized or illegal processing as well as protection against accidental loss, destruction or damage, by applying appropriate technical and organizational measures which guarantee data confidentiality.

(5) The User authorizes the Bank, without any other special authorizations, and on the basis of this Agreement, to collect the Bank's claims from the User on the basis of loans and other placements that have not been paid within the agreed term by seizing the amount from the available funds of all accounts opened in the Bank under the ID number of the User specified in the Preamble of this Agreement.

(6) In the case that the payment account opened in accordance with this Agreement the User receives a pension paid by a foreign pension fund, the User agrees to withdraw the funds personally or through the person authorized by him / her, whereby the User has an obligation at least once a year, and for recipients of a pension that is paid by a pension fund from the Republic of Serbia, at least once every 4 months to personally withdraw the funds from the Bank. The User expressly agrees that the Bank shall not allow him / her to withdraw the funds if he / she does not come to the Bank in person. If the User has engaged a proxy to withdraw the funds on the basis of a foreign pension, and although the proxy knew that the User was deceased, still did not inform the Bank of that fact and continued to withdraw funds from the User's account, the Bank shall have the right to submit the proxy's personal data (the person who withdraws the funds) to the foreign pension fund for further action. The User agrees that the Bank shall return to the payer the amounts paid on the basis of a pension after the death of the User.

(7) Any matters not covered herein shall be regulated by the relevant laws and regulations and the Bank's acts.

(8) This Agreement is executed in 2 counterparts, one for the Bank and one for the User.

### **CONTRACTING PARTIES:**

#### **FOR THE PAYMENT SERVICE PROVIDER**

Authorized person in the Branch

\_\_\_\_\_

*The Bank officer*

\_\_\_\_\_  
*Name and signature*

#### **FOR THE PAYMENT SERVICE USER**

The User / Legal representatives

\_\_\_\_\_

\_\_\_\_\_  
*Name and signature*