

FRAMEWORK AGREEMENT FOR PAYMENT SERVICES

1. DATE: __. __. __, PLACE: _____

2. CONTRACTING PARTIES

2.1. PAYMENT SERVICE PROVIDER:

NAME: STOPANSKA BANKA AD – SKOPJE

REGISTERED OFFICE / ADDRESS: Str. “11 Oktomvri” No. 7, Skopje, Municipality of Centar

Company Registration Number (CRN): 4065549, Trade Register – Central Register of the Republic of North Macedonia

TIN: 4030996116744

EMAIL ADDRESS: sbank@stb.com.mk

WEBSITE: www.stb.com.mk

CONTACT CENTER: Tel. + (02) 3100 109, Email: kontaktcentar@stb.com.mk

SUPERVISORY AUTHORITY: National Bank of the Republic of North Macedonia (NBRNM)

BRANCH ADDRESS: _____

AUTHORIZED REPRESENTATIVE: Chrysoula Koutoudi, Chief Executive Officer and Chairman of the Management Board, and Milica Chaparovska – Jovanovska, General Director for Retail Banking and Member of the Management Board

(hereinafter referred to as: the Bank) and

2.2. PAYMENT SERVICE USER:

NAME: _____

REGISTERED OFFICE: _____

Company Registration Number (CRN): _____

TIN: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

(hereinafter referred to as: the User)

3. GENERAL PROVISIONS

(1) This text, together with the following annexes:

- Request for opening/modification of a payment account and authorized signatories of the legal entity,
- Registration form for authorized payment order submitters,
- Registration form for legal entity,
- Request for issuance of a debit payment card for legal entities,
- Application for i-bank service (digital banking) of Stopanska Banka AD – Skopje for legal entities,
- Request for acceptance of card-based payment transactions and Application for activation of the card-based payment acceptance service,
- General Terms and Conditions for operating a payment account for legal entities and other services for legal entities,
- General Terms and Conditions for using the i-bank service (digital banking) of Stopanska Banka AD – Skopje for legal entities,

in effect from 05.10.2025

- General Terms and Conditions of Stopanska Banka AD – Skopje for using payment cards for legal entities,
- General Terms and Conditions of Stopanska Banka AD – Skopje for acceptance of card-based payment transactions,
- Tariff for fees related to payment account services,

constitute an integral part of the Framework Agreement for Payment Services (hereinafter: the Agreement) which governs: (1) the execution of individual and successive payment transactions, and (2) the rights, obligations, and conditions for opening, maintaining, and closing a payment account.

(2) For all matters not regulated by this Agreement, the annexes listed in paragraph 1 of this Article and the Law on Payment Services and Payment Systems (hereinafter: LPSPS) and other applicable legal and sublegal regulations shall apply.

(3) The annexes listed in paragraph 1 of this Article are available in electronic form on at least one durable medium: on the Bank's web portal for personalized access to notifications and documents for payment services (hereinafter: the Bank's web portal) or in the electronic mailbox within the digital banking system (e-banking and m-banking), on a clearly visible place on the website: www.stb.com.mk, and in printed form at the Bank's branches.

(4) By signing this Agreement, the User confirms that they have received, read, understood, and agreed with:

- the annexes referred to in paragraph 1 of this Article, and
- the prior information on the use of payment services in accordance with Article 56 of the LPSPS.

(5) The Contracting Parties agree that the Bank may update the Framework Agreement and the General Terms and Conditions listed in paragraph 1 of this Article. Any amendment to the Framework Agreement and the General Terms and Conditions shall be proposed by the Bank to the User no later than two months prior to their effective date..

(6) The Framework Agreement and the General Terms and Conditions from paragraph 1 of this Article, including all their amendments integrated into the documents (latest updated versions), shall be available in electronic form on at least one durable medium: on the Bank's web portal or in the electronic mailbox in the digital banking system (e-banking and m-banking), on a clearly visible place on the Bank's website, and in printed form at the Bank's branches.

(7) The User will be informed about the availability of the latest updated versions of the Framework Agreement and the General Terms and Conditions listed in paragraph 1 of this Article by one of the following means: via SMS message to the contact phone number, or by sending a text message via a messaging and calling application (Viber, WhatsApp or others) registered with the contact phone number, or to the provided email address, or via written notification, in accordance with the most recently updated contact details of the User.

(8) The definitions of the terms used in this Agreement shall have the meaning prescribed by the LPSPS and the annexes listed in paragraph 1 of this Article..

4. PAYMENT SERVICES

4.1. DESCRIPTION OF PAYMENT SERVICES

(1) The Bank, as a payment service provider, offers the following payment services:

- 1) depositing and withdrawing cash from a payment account, as well as all activities related to the opening, maintenance, and closing of that account;
- 2) execution of payment transactions, including transfers of funds to a payment account held with the Bank or with another payment service provider:
 - execution of payment transactions using payment cards or similar telecommunication, digital, or IT devices, and
 - execution of credit transfers, including standing orders;
- 3) execution of payment transactions where the funds are covered by a credit line granted to the payment service user:
 - execution of payment transactions using payment cards or similar telecommunication, digital, or IT devices, and
 - execution of credit transfers, including standing orders;
- 4) issuing of payment instruments and/or acquiring of payment transactions;
- 5) money remittance services;
- 6) payment initiation services;
- 7) purchase or sale of foreign payment instruments; and
- 8) account information services.

(2) Upon submission and approval of a request for opening a payment account under this Agreement, the Bank may open one or more payment accounts for the User in the same or in different currencies, regardless of their features or purpose.

(3) The Bank shall operate the User's payment account in accordance with the provisions set out in the Request for opening/modification of a payment account and authorized signatories of the legal entity, the General Terms and Conditions for operating a payment account for legal entities and other services for legal entities, and the Law on Payment Services and Payment Systems (LPSPS).

4.2. UNIQUE IDENTIFICATION CODE AND INFORMATION SPECIFICATION

- (1) The payment account has a unique identification code – the account number assigned by the Bank, which is determined in the request for opening a payment account and is used when issuing payment orders for the unambiguous identification of the User and the payment account.
- (2) The User submits a properly completed payment order to the Bank either in paper form or via digital channels. A properly completed order within the meaning of this paragraph shall be considered a payment order that contains the mandatory elements and format in accordance with the by-law of the National Bank of the Republic of North Macedonia (NBRNM) for executing payment transactions.

4.3. DISPOSAL OF FUNDS FROM THE PAYMENT ACCOUNT

- (1) For the purpose of disposing of the funds from the payment account, the User has the right to authorize one or more legally competent natural persons as authorized persons for operating the payment account, in accordance with the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities.
- (2) The legal representative of the User, through the Request for Opening/Amendment of a Payment Account and Authorized Signatories of the Legal Entity, appoints the authorized persons for operating the payment accounts and determines their authorizations and is responsible for timely notifying the Bank of any changes and revocations of their authorizations.

4.4. AUTHORIZATION AND EXECUTION OF PAYMENT TRANSACTIONS

- (1) The authorization and execution of payment transactions by the Bank shall be carried out in accordance with the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities, the Law on Payment Services and Payment Systems (LPSPS), applicable by-laws of the NBRNM, and the relevant legal regulations in the field of foreign exchange operations.

4.5. RECEIPT OF PAYMENT ORDER

- (1) The time of receipt of the payment order shall be the moment when the Bank receives the payment order.
- (2) Upon receipt of the payment order, the Bank shall debit the User's payment account.
- (3) If the time of receipt of the payment order falls on a non-business day for the Bank, the payment order shall be deemed received on the following business day.
- (4) The cut-off time for receipt of a payment order is determined in the Timetable for Execution of Payment Transactions, which is available on the Bank's website. Payment orders received after the end of the cut-off time on a given day shall be deemed received on the Bank's next business day.
- (5) The User initiating the payment order and the Bank may agree that the execution of the payment order shall begin on a specific date, or at the end of a certain period, or on the date when the payer makes the funds available to the Bank for execution of the payment order, in which case the time of receipt shall be deemed the agreed execution date.
- (6) If the agreed date referred to in paragraph 5 of this sub-item is a non-business day for the Bank, the payment order shall be deemed received on the next business day.
- (7) If the Bank refuses to execute the payment order or to initiate the payment transaction, it shall notify the User of the reasons for the refusal and the procedure for correcting any errors that led to the refusal, unless providing such information is prohibited by law.

4.6. TIMEFRAME FOR EXECUTION OF PAYMENT SERVICES

- (1) The maximum timeframe for execution of the payment services covered by this Agreement shall be in accordance with the Timetable for Execution of Payment Transactions in Domestic Payment Operations, or the Timetable for International Payment Operations, which are available on the Bank's website.

4.7. LIMITATION OF SPENDING WHEN USING A PAYMENT INSTRUMENT

(1) When a payment instrument is used to give consent for the execution of a payment transaction, the transaction limits set out in the General Terms and Conditions for the use of such payment instruments and services shall apply.

5. DEBIT BUSINESS CARD

- (1) The Bank shall issue one or more debit business cards to the Client based on a submitted Request for Issuance of Debit Payment Card for Legal Entities.
- (2) The Bank shall issue the debit business cards referred to in paragraph (1) of this clause to authorised cardholders designated by the Client in the request.
- (3) The rights, obligations and responsibilities of the contracting parties regarding the use of the debit business card are governed by the General Terms and Conditions of Stopanska Banka AD – Skopje for the Use of Debit Cards for Legal Entities.

6. DIGITAL BANKING SERVICES

- (1) The digital banking service shall be provided to the Client to the extent and in the manner specified in the Application for the i-bank Service (Digital Banking) of Stopanska Banka AD – Skopje for Legal Entities.
- (2) The Bank shall provide, and the Client shall use, the services referred to in paragraph (1) of this clause in accordance with the General Terms and Conditions for the Use of the i-bank Service (Digital Banking) of Stopanska Banka AD – Skopje for Legal Entities.

7. PHYSICAL AND INTERNET POS SALES LOCATIONS

- (1) The Bank shall enable the Client to use a service for the collection of receivables arising from the sale of goods and/or services through payment cards via a physical POS terminal or through the Client's website, based on a submitted Request for Acceptance of Card-Based Payment Transactions and an Application for Activation of the Card-Based Payment Acceptance Service.
- (2) The rights, obligations and responsibilities of the contracting parties regarding the use of the service referred to in paragraph (1) of this clause are regulated by the General Terms and Conditions of Stopanska Banka AD – Skopje for the Acceptance of Card-Based Payment Transactions.

8. FEES, INTEREST RATES AND EXCHANGE RATES

8.1. FEES

- (1) The Bank is entitled to calculate and charge the Client fees for the payment services provided in accordance with this Agreement.
- (2) The types and amounts of all fees, both in total and individually, that are or may be charged to the Client are specified in the Bank's Tariff of Fees for services applicable to legal entities.
- (3) The Tariff, including all amendments integrated into the document (latest updated version), is available in electronic form on at least one durable medium: via the Bank's web portal or in the electronic mailbox within digital banking (e-banking and m-banking), in a clearly visible location on the Bank's website, and in printed form at the Bank's branches. The Bank shall notify the Client of any changes to the Tariff no later than two months before the date of its application.

- (4) The Client will be informed of the availability of the latest updated version of the Tariff in one of the following ways: via SMS message to the contact phone number, via message through a messaging and call application (Viber, WhatsApp or others) registered with the contact phone number, to the provided email address, or by written notice, in accordance with the Client's most recently updated contact details.
- (5) By signing this Agreement, the Client authorizes the Bank to collect the fees referred to in paragraph (2) of this sub-clause by directly debiting the Client's payment account with the Bank on the due date. If the Bank fails to collect the fees from the Client's payment account, or if the Client fails to settle the due obligations on the due date, the Bank shall calculate and charge statutory default interest in accordance with the Law on Obligations.

8.2. INTEREST RATES

(1) The Bank shall calculate and pay interest on the MKD and foreign currency funds in the payment accounts in favor of the Client, in accordance with the General Terms and Conditions for operating a payment account for legal entities and other services for legal entities.

8.3. EXCHANGE RATES

- (1) For any type of payment transaction involving the purchase or sale of foreign currencies and foreign cash, the exchange rates from the Bank's Exchange Rate List valid on the date of execution of the payment transaction shall apply.
- (2) The Exchange Rate List referred to in paragraph (1) of this sub-clause is available at all Bank branches and on the Bank's website.
- (3) When exchanging currency, the Bank shall apply the buying rate when purchasing foreign currency from the Client, and the selling rate when selling foreign currency or foreign cash to the Client.

9. COMMUNICATION BETWEEN THE CONTRACTING PARTIES

- (1) The Bank shall communicate with, notify, and/or inform the Payment Services User using the means of communication and the contact details specified in sub-clause 2.2 of this Agreement.
- (2) If the Payment Services User has changed the contact details referred to in sub-clause 2.2 of this Agreement during the updating of documents and data within the scope of the Bank's ongoing monitoring of the business relationship with the users of payment services, the Bank shall communicate with, notify, and/or inform the Payment Services User in accordance with the most recently updated data.
- (3) If the Payment Services User uses an online service, i.e. connects to the Bank through a publicly available communication network (such as the internet) for the purpose of using certain payment services, the Bank may contact the Payment Services User via remote communication means.
- (4) The following electronic communication tools shall be considered remote communication means as per paragraph 3 of this clause: electronic mailbox, SMS – short message service between phones, messaging and call applications (Viber, WhatsApp and others) registered with the contact phone number, email, or the Bank's web portal.

- (5) The Bank shall propose amendments to this Agreement, the General Terms and Conditions, and the Tariff referred to in Article 3, paragraph 1 of this Agreement to the Payment Services User on a durable medium in accordance with the provisions of Article 3, paragraphs 5, 6 and 7, and sub-clause 8.1, paragraphs 3 and 4 of this Agreement.
- (6) In accordance with the Law on Payment Services and Payment Systems (LPSSPS), a durable medium is any instrument that enables the Payment Services User to store information addressed personally to them in a way that allows access over a period of time adequate for the purposes of the information and allows the unchanged reproduction of the stored information.
- (7) The following shall be considered durable media under paragraphs 5 and 6 of this clause: the Bank's web portal, the electronic mailbox in digital banking (e-banking and m-banking), multimedia records, PDF (portable document format), portable data storage devices (e.g. USB), and other durable media that meet the criteria of a durable medium as defined in paragraph 6 of this clause.
- (8) If the Payment Services User has not informed the Bank that the contact details referred to in sub-clause 2.2 of this Agreement are no longer valid and thereby is no longer reachable through them, the Bank may attempt to contact the User through another communication channel.

10. PROTECTIVE AND CORRECTIVE MEASURES

- (1) The protective and corrective measures in the use of a payment instrument, as well as the rights, obligations, and responsibilities of the contracting parties in connection with the execution of payment transactions through a payment instrument, are regulated by the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities.
- (2) The rights, obligations, and responsibilities of the contracting parties related to the execution of payment transactions are regulated by the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities.

11. DURATION, AMENDMENTS, ADDITIONS, AND TERMINATION OF THE FRAMEWORK AGREEMENT

11.1. DURATION

- (1) This Agreement is concluded for an indefinite period and its validity may cease under the conditions set out in the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities.

11.2. AMENDMENTS AND ADDITIONS

- (1) The terms and procedure for amending and supplementing this Agreement and the appendices referred to in Article 3, paragraph 1 of this Agreement are regulated by the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities and the Law on Payment Services and Payment Systems (ZPUPS).

11.3. TERMINATION

- (1) The conditions for the termination of this Agreement are regulated by the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities and the Law on Payment Services and Payment Systems (ZPUPS).

12. LEGAL PROTECTION OF THE PAYMENT SERVICE USER

12.1. REGULATIONS APPLICABLE TO THE FRAMEWORK AGREEMENT

- (1) The provisions of the Law on Payment Services and Payment Systems, the Law on Foreign Exchange
in effect from 05.10.2025

Operations, the Law on Obligations, the Law on Personal Data Protection, as well as other applicable legal and by-law regulations in the Republic of North Macedonia, shall apply to the payment services covered by this Agreement.

12.2. PROTECTION OF THE RIGHTS OF THE PAYMENT SERVICE USER

- (1) If the User considers that the Bank does not comply with its information obligations regarding the payment services, fails to fulfil its obligations for providing payment services, or does not allow the User to use the payment services in accordance with this Agreement and the Law on Payment Services and Payment Systems (ZPUPS), the User has the right to submit a complaint in written or electronic form to the Bank.
- (2) A User who has submitted a complaint in accordance with paragraph (1) of this sub-point and is not satisfied with the response received or has not received a response within the agreed timeframe may file an appeal with the National Bank of the Republic of North Macedonia (NBRNM).
- (3) Filing an appeal with the NBRNM does not exclude or limit the User's right to initiate court proceedings against the Bank in order to protect their interests.
- (4) The Bank's response to the complaint referred to in paragraph (1) of this sub-point, the right to file an appeal with the NBRNM, and the possibility of resolving disputes between the contracting parties in out-of-court proceedings are governed by the General Terms and Conditions for Operating a Payment Account for Legal Entities and Other Services for Legal Entities and the Law on Payment Services and Payment Systems (ZPUPS).

13. OTHER PROVISIONS

- (1) The Framework Agreement, together with all its annexes, is concluded in the Macedonian language and its Cyrillic script, and all communication between the Bank and the User during the contractual relationship shall be conducted in that language and script.
- (2) The Bank is a participant in the following payment systems:
 - Macedonian Interbank Payment System – MIPS of the National Bank of the Republic of North Macedonia,,
 - Clearing Interbank System (KIBS),
 - Single Euro Payments Area – SEPA,
 - Other payment systems.
- (3) Upon the User's request, the Bank shall make available the information on the operational rules under which the payment systems referred to in paragraph (2) of this point operate.
- (4) The Bank shall process the personal data of the User's legal representatives, its authorised persons for operating the payment account, its authorised cardholders, and its authorised persons for digital banking, to the extent necessary to fulfil this Agreement, including contacting these persons for the purpose of updating their personal data and the User's data.
- (5) The Bank guarantees that it ensures an appropriate level of security for the personal data of the persons referred to in paragraph (4) of this point, including protection against unauthorised or unlawful processing, as well as protection against accidental loss, destruction or damage, by applying appropriate technical and organisational measures that ensure data confidentiality.
- (6) For all matters not regulated by this Agreement, the relevant legal and by-law regulations, as well as the acts of the Bank, shall apply.
- (7) This Agreement is drawn up in two identical copies, one of which is retained by the Bank and the other by the User.

CONTRACTING PARTIES:

FOR THE BANK

Authorised representative of branch

Bank Officer (Reference Person)

Name, Surname and Signature

FOR THE USER

Legal representatives of the legal entity

Name, Surname and Signature



СТОПАНСКА БАНКА АД - СКОПЈЕ
членка на NBG групацијата

На ваша страна

in effect from 05.10.2025