

No \_\_\_\_\_

Skopje \_\_\_\_\_



## FRAMEWORK AGREEMENT FOR USING PAYMENT SERVICES

Concluded in \_\_\_\_\_ on \_\_\_\_\_, between:

1. SPARKASSE BANK A.D. Skopje with registered head office at Vasilj Iljoski No 14 Skopje, registered in the Central Register of R. North Macedonia under URN 4558669, TIN: 4030993261735, Account No: 250000000000111, SWIFT: INSBMK22, Website: www.sparkasse.mk, Email: contact@sparkasse.mk, Contact phone: 02/ 15 050, Competent authority for supervision of the Bank is National Bank of the Republic of North Macedonia (NBRNM), Payment systems in which the Bank participate – KIBS, MIPS, Visa and MasterCard operating through its branch in the city \_\_\_\_\_, represented by \_\_\_\_\_, hereinafter referred to as the Bank / the Bank, and

2. \_\_\_\_\_, with addressed / registered office at \_\_\_\_\_  
PIN / TIN / URN \_\_\_\_\_, Email: \_\_\_\_\_  
represented by \_\_\_\_\_ hereinafter referred to as the User / User

### I. SUBJECT MATTER

#### Article 1

(1) This Agreement shall regulate the mutual rights and obligations between the Bank and User relating to execution of individual and consecutive payment transactions as well as the terms and conditions for opening, maintaining and closing a payment account/s, issue and use of a debit card linked to a payment account, issue and use of a credit card and electronic / mobile banking services.

(2) The User hereby acknowledges that he has accessed to the Bank's Portal for personalized access to notifications and documents for payment services, he has received them on paper or another permanent medium, read, understood and agreed with the following Attachments which are an integral part of this Framework Agreement:

- General Terms and Conditions for Payment Account and Payment Services for Individuals
  - General Terms and Conditions for Payment Account and Payment Services for Individuals
  - Application Form for Payment Account and Payment Services, hereinafter referred to as the Application Form
  - Decision on Fees and Commissions for Individuals
  - Decision on Corporate Fees and Commissions.
  - Term plan for work in payment transactions with foreign countries and
  - Term plan of payments
- (3) If the User is also a User of a debit and credit cards, mobile and / or electronic banking, in addition to the Attachments referred to in paragraph 2 of this Article, the Framework Agreement shall include:
- General Terms and Conditions for Issue and Use of Debit Card for Individuals,
  - General Terms and Conditions for Issue and Use of Visa Business debit card,
  - General Terms and Conditions for Issue and Use of Credit Card for Individuals,
  - General Terms and Conditions for Issue and Use of MasterCard Business credit card,
  - General Terms and Conditions for Electronic Banking,
  - General Terms and Conditions for Issue and Use of Packages for Individuals, and
  - General Terms and Conditions for Issue and Use of Corporate Packages
  - Application Form for Issue and Use of Credit Card..

(4) The Contracting Parties agree that the Bank shall have the right to update and edit Framework Agreement and update the Attachments referred to in paragraphs 2 and 3 of this Article, without conclusion of an Annex to this Agreement, and updated versions in accordance with the PUPS to give to the User in an appropriate contractual manner.

(5) The User hereby acknowledges that prior to signing of this Agreement has received, read, understood and agreed with the terms and conditions of:

- the appropriate Attachments referred to in paragraphs 2 and 3 of this Article;
- the information document on fees and commissions for the services with standardised terms and definitions from the list of the most representative services linked to a payment account of NBRNM and the fees and commissions for the services provided by the Bank;
- the glossary containing the standardised terms and definitions from the list of the most representative services related to a NBRNM payment account; and
- the DRAFT Framework Agreement, and that before the conclusion of this Agreement, the User was familiar with the terms and conditions provided for in the Attachments as integral part hereof.

(6) at the request of the User after opening of the payment account, the Bank may approve and issue to the User a credit payment card for which the Bank and the User shall conclude a special agreement to detail the rights and obligations, terms, interest rates and other terms and conditions relevant for that contractual relationship.

(7) The Bank may approve to the User allowed overdraft on the payment account balance to the amount, under terms and conditions, interest rates, manners and other terms and conditions determined under a special Agreement for the Use of Allowed Overdraft on a Payment Account to be concluded between the Bank and the User.

(8) The Bank shall provide a payment service: Acceptance of payment cards at the sales points as a method of payment for goods and services for which the Bank and the User may conclude a special agreement to regulate the rights and obligations and responsibilities of the Contracting Parties.

(9) The Bank allows to the user to use the payment account transferability service in accordance with the PUPS and the relevant General terms and conditions. The procedure for the transferability of the payment account is carried out based on a submitted Request and is described in the relevant General Rules and Conditions of Paragraph 2 of this Article.

(10) The Bank may offer to the User other products/services that may arise from the operation of the payment account or the Bank, for which the User signs a special Agreement that regulates the operation of the specific products/services, as well as the rights and obligations when using them.

### II. APPLICATION FORM

#### Article 2

(1) The Contracting Parties agree that the User uses the payment services provided by the Bank in accordance with Application Form submitted by the User, and accepted and approved by the Bank. Those Application Forms shall be registered by the Bank by chronological order. The Bank shall have the right not to accept the User's Application Form for a service, and the Bank shall notify the User thereof in a manner governed under the relevant General Terms and Conditions and applicable laws and regulations.

### III. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

#### Article 3

(1) The Bank as a Bank shall:

- undertake to allow the User to use the payment services indicated in the Application Form that is accepted;
  - undertake to open, maintain and close a payment account with a unique identifier in accordance with the terms and conditions provided for in the Framework Agreement, General Terms and Conditions, internal acts of the Bank and applicable laws and regulations;
  - undertake to execute proper payment orders submitted by the User in accordance with the relevant General Terms and Conditions and applicable laws and regulations and shall have the right to refuse to execute a payment order or to initiate the payment transaction, for which the User shall be notified, as well as on the reasons for refusal and the procedure for correcting the errors that led to the rejection of the payment order, unless providing the information is prohibited by law;
  - undertake to notify the User on the changes in the payment account in a manner regulated under the relevant General Terms and Conditions;
  - undertake to provide other services if the requirements provided for in the relevant General Terms and Conditions are met;
  - have the right to calculate and charge from the User fees and commissions for the payment services provided in accordance with this Agreement, Application Form and General Terms and Conditions;
  - provide information and make available information for the User in a manner provided for in the General Terms and Conditions and in accordance with the applicable laws and regulations; and
  - have the right only for collection of fees and commissions, to allow tacit debit balance on the payment account of the User under conditions defined in the relevant General Terms and Conditions and make available to the User funds in an amount exceeding the current balance of their funds on the payment account, and the User may not use this tacit debit balance.
  - has an obligation to inform the User and communicate with the User in a manner provided in the relevant General Rules and Conditions and in accordance with PUPS.
- (2) The User shall:
- have the right to submit a duly completed payment order to the Bank in paper or electronic form via mobile or electronic banking in accordance with the relevant General Terms and Conditions;
  - undertake to comply with the Time Schedule for operation of the Bank;
  - undertake to dispose of the funds on the payment account personally or through an authorised person in accordance with the applicable laws and regulations, this Framework Agreement and the relevant General Terms and Conditions;
  - have the right to communication with the Bank in a manner provided for in this Framework Agreement and General Terms and Conditions;
  - be obliged to use the payment instrument and payment service in accordance with the provisions of this Framework Agreement, General Terms and Conditions and the applicable laws and regulations; and
  - be obliged to timely settle any of the obligations to the Bank.
- (3) The rights and obligations of the Contracting Parties shall be detailed in this Agreement and Attachments as referred to in Article 1 (2) and (3) hereof.

### IV. FEES AND COMMISSIONS, INTEREST RATES AND EXCHANGE RATES

#### Article 4

(1) For the payment services provided by the Bank to the User, the Bank shall calculate and charge fees and commissions and approve interest in the amount, terms and conditions in accordance with the Decision on the Fees and Commissions for Individuals, Decision on the Corporate Fees and Commissions for the services provided by the Bank and Decision on Interest Rates and General Terms and Conditions.

(2) For each type of payment transaction covering purchase and sale of currencies and effective foreign cash, the Bank shall act in accordance with the relevant General Terms and Conditions and applicable laws and regulations.

V.PROTECTIVE AND CORRECTIVE MEASURES

Article 5

- (1) When using the payment account, debit payment card and electronic / mobile banking services, the User shall undertake to apply the protective and corrective measures provided for in the relevant General Terms and Conditions and applicable laws and regulations.
- (2) Responsibility for unauthorised payment transactions shall be determined in accordance with the General Terms and Conditions and applicable laws and regulations.

VI.VALIDITY PERIOD, AMENDMENTS AND TERMINATION OF THE FRAMEWORK AGREEMENT

Article 6

- (1) This Agreement shall be concluded for an unidentified period and its validity may only cease under the terms and conditions prescribed in this Agreement or in the applicable laws and regulations.

Article 7

- (1) Any amendments to this Agreement and annexes hereto shall be proposed by the Bank to the User no later than 2 (two) months prior to the date of their application in a agreed manner provided for in the General Terms and Conditions.
- (2) It will be considered that the user of payment services has accepted the proposed changes in the terms of the Framework Agreement and its annexes if he does not notify the Bank that he rejects them before the date of application of the changes.
- (3) The changes in the interest rate and exchange rate shall apply immediately, without prior notification as provided for in paragraph 1 of this Article, if the changes are made based on a change in the contractual reference interest rate and/or reference exchange rate. The Bank shall notify the User on the changes in the interest rate in a manner determined in the General Terms and Conditions.

Article 8

- (1) The User and the Bank shall be entitled to terminate this Agreement under the conditions, manner and terms determined in the General Terms and Conditions.
- (2) The User and the Bank shall be entitled to cancel the use of a payment service in a manner and terms and conditions determined in the relevant General Terms and Conditions.
- (3) In case of termination of the Framework Agreement and closing of the payment account or cancel the use of a payment service, the Bank shall collect the fees and commissions in an amount proportional to the termination period of the Framework Agreement, or to the use of the cancelled payment services.

VII.LEGAL PROTECTION OF THE USER

Article 9

- (1) The payment services subject to this Framework Agreement shall regulated by the provisions of the Law on Payment Services and Payment Systems, Law on Foreign Exchange Operations, Law on Consumer Protection in Case of Consumer Loan Agreements, Law on Obligations, Law on Personal Data Protection as well as other applicable laws by-laws in the Republic of North Macedonia.
- (2) The Contracting Parties agree that all possible disputes arising out of, and in connection with this Agreement shall be resolved by negotiations, or otherwise they shall be under jurisdiction of the competent Basic Court in Skopje.

Article 10

- (1) If the User believes that the Bank fails to comply with their obligations relating to information on payment services, fails to fulfil the obligations for provision of payment services or does not allow the User to use payment services in accordance with this Framework Agreement and LPSPS, the User shall be entitled to file a complaint in written or electronic form to the Bank.
- (2) The Bank shall respond to the User's Complaint referred to in paragraph 1 of this Article in written or electronic form within 15 working days as of the date of receipt of the Complaint.
- (3) If the Bank is not able to respond within the term referred to in paragraph 2 of this Article due to reasons beyond the Bank control, they shall notify the User on the delay clearly indicating the reasons thereof and the term to which the User shall obtain the response, which might not exceed 35 working days as of the date of receipt of the complaint.
- (4) The User that filed a complaint in accordance with paragraph 1 of this Article is not satisfied of the response obtained or did not obtain the response within the agreed term may file appeal to the National Bank of the Republic of North Macedonia.
- (5) The appeal to the National Bank may be filed directly in the archive of the National Bank, by registered mail by the use of a means of electronic identification via the National Portal of E-Services.
- (6) Filing an appeal to the National Bank shall not preclude or limit the right of the User to initiate court proceedings against the Bank to protect their interest.
- (7) Regarding the possibility of resolving disputes between the Contracting Parties arising out of, and in connection with this Framework Agreement in an out-of-court procedure, the Contracting Parties shall undertake to act in accordance with the relevant applicable laws and regulations.

VIII.MISCELLANEOUS

Article 11

- (1) The User shall undertake to notify the Bank on status changes and/or other types of changes in the data within 7 (seven) days as of the change. The User shall undertake to notify the Bank on any change in the personal, address and contact data (phone and email).
- (2) The User shall undertake to notify the Bank on any change of the authorised persons who dispose of the funds on the payment account and persons authorised to submit payment instruments and/or take statements, access to the Bank's Portal for personalized access to notifications and documents for payment services to notify the Bank immediately and to submit relevant documents of the change made.
- The Bank shall not be held responsible for possible damage caused to the User due to untimely notification by the User
- (3) Due to the need to update the documentation at the Bank, the User shall be obliged to present appropriate documentation at the request of the Bank.
- (4) The Bank shall update the documentation of each User on regular basis, whereas the User shall be obliged to inform the Bank in case of changes in the data and to submit the documents requested by the Bank.
- (5) In case the User, at the prior request from the Bank, fails to submit the necessary documentation to update the account, the Bank shall limit the operation with the account

until the submission of the requested documentation by the User.

For the purpose of updating the documentation and identification of the legal entity, the User shall be obliged to, in case of changes or at the request from the Bank, present extract from the trade register and another register where records is kept of legal entities in the country of registration of the entity (original or notarised copy), not older than 6 (six) weeks, from which it can be determined that the legal entity worked continuously in the period after opening the account, or from the period of the last update, as well as other necessary documentation in accordance with applicable laws and regulations and acts of the Bank.

Article 12

- (1) The User explicitly represents and agrees that the Bank shall be authorised in and on their behalf, and based on authorisations provided in this Agreement, to issue payment instruments against the funds of the User' accounts with the Bank on any grounds as well as against future inflows for the purpose of transfer of the funds on the Bank's account to collect due and payable liabilities on any basis.
- (2) If the User acquires the right to pension, he/she agrees that the Bank, on the first working day in the month transfers an advance up to the amount of the pension in accordance with the calculation provided by PDIF for the previous month. At the time of effective approval of the transfer of funds based on pension by PDIF, the Bank shall have the right to close its claims against the User on the basis of the already paid pension advance from the funds approved on the basis of pension by PDIF. For any possible differences of the approved amount on the first working day of the month to the actual inflow on the basis of pension paid by PPIO, the User expressly agrees and authorises the Bank to debit or credit his/her account.

Article 13

- (1) Both Contracting Parties shall undertake to keep confidential all data and information they became aware of in connection with the implementation of this Agreement, for its validity period and after its termination or cancellation, except for what is prescribed by the applicable laws and regulations or unless expressly agreed otherwise.

Article 14

- (1) The Bank shall ensure protection of personal data of the User and authorised persons in accordance with applicable laws and regulations. Personal data shall be only used for the needs of the operation with the account, based on consent of the personal data subjects in the manner as provided for in this Agreement, laws and regulations.

Article 15

- (1) The User explicitly agrees and authorises the Bank to process the data under this Agreement, including the personal data within the banking operations and make available to authorised persons of the Bank or third parties in cases as provided for in the Law.
- (2) The User as a client to the Bank which is a part of the Erste und Steiermärkische Sparkasse Group hereby is aware and agrees that the data collected and processed by the Bank related to establishing a business relationship with the Bank may be transmitted to other members of the Group. The data subject to this consent may include, but not limited to the following data:
- All business data related to the User that have been provided to the Bank or will become known to the Bank in the course of the implementation of the business relationship;
  - All data relating to each business relationship with the Bank (in particular the name, type of legal entity, address, ownership structure, country of residence/origin, estimated level of risk, banking relationships);
  - Data on approved loans, including their terms and conditions; concluded financial forward contracts/transactions; lawsuits; breach of agreements; implementation measures, security, etc.;
  - The latest annual financial statements, as well as the corresponding analyses of these data; and
  - The structure of the group to which the company is member (if applicable).
- (3) The Contracting Parties agree that the Bank shall process the personal data of the User for the purpose of direct marketing only after obtaining a consent issued by the User.
- (4) The User hereby provides a valid and irrevocable consent that, if the Bank at any time and from any data sources, identifies the existence of US indicia of the account that are relevant to FATCA, the Bank shall:
- Request additional information to be confirmed by evidence and documentation; and
  - Close the account, without additional notifications, if the requested information and documentation are not provided by the User within envisaged 90 days. If there is positive balance on the account, it shall be transferred in line with: i) the instruction obtained from the User, ii) to a payment account in another bank, or iii) to a provisional account of the Bank, i.e. in accordance with applicable laws and regulations;
  - to process and transmit the User's personal data abroad for reporting purposes, as well as to implement all retentions, in accordance with the regulation (local and FATCA).

Article 16

- (1) Matters not covered under this Agreement shall be regulated by the Law on Payment Services and Payment Systems, Law on Foreign Exchange Operations, other laws and regulations and the internal acts of the Bank.
- (2) The Agreement is executed in 2 (two) counterparts, one for each of the Contracting Parties. By way of derogation from the above, the Agreement may be executed in 4 (four) counterparts, 2 (two) in English and 2 (two) in Macedonian, of which 2 (two) for each Party, whereas in case of inconsistency, the Macedonian version shall prevail.

CONTRACTING PARTIES:

USER

Name: \_\_\_\_\_

Handwritten signature: \_\_\_\_\_

DATED: \_\_\_\_\_

BANK

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Prepared by:

Checked by: