

**GENERAL TERMS AND CONDITIONS
FOR OPENING AND MAINTAINING A PAYMENT ACCOUNT AND PERFORMING OTHER PAYMENT
SERVICES FOR PRIVATE INDIVIDUALS**

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SERVICES FOR INDIVIDUALS

I. INTRODUCTORY PROVISIONS

1. Subject

1.1. These General Terms for opening and maintaining a payment account and performing other payment services for legal entities ("**these General Terms**") govern the conditions, rights and obligations of NLB Banka AD Skopje ("the Bank") and the User (defined below) for the future execution of individual and subsequent payment transactions in respect to the following services:

1.1.1. opening, maintaining and closing a payment account;

1.1.1 issuing a debit payment card associated with the payment account; and

1.1.2. services of internet banking / mobile application related to the payment account.

1.2 The Bank offers the services referred to in Article 0 above in a package to the User - resident. The User resident can open and use a payment account separate from other services. In that case, only those provisions from these General Terms applicable to the service of opening, maintaining and closing a payment account will apply. The bank may offer other packages that include other additional services and/or products, at a price in accordance to the applicable Decision on the Tariff of Fees for Services Performed by NLB Bank AD Skopje.

1.3 The Bank performs the payment services subject to these General Terms in accordance with the mandatory provisions of the Law on Payment Services and Payment Systems and other applicable laws and regulations, including the regulations in the field of foreign exchange operations, as well as in accordance with the rules of international payment systems and card payment schemes in which the Bank directly or indirectly participates. The Bank is a direct participant in the following payment systems: Macedonian Interbank Payment System (MIPS), Clearing Interbank System (KIBS) and International Card System (CaSys)SWIFT (Society for Worldwide Interbank Financial Telecommunication) and SEPA (Single Euro Payments Area). Information on the card payment schemes in which the Bank participates is available on its website (<https://nlb.mk/>).

1.4 These General Terms are an integral part of the Agreement for opening and maintaining a payment account and performing other payment services for legal entities concluded between the Bank and the User, and together with that agreement and with: (1) the Request for use of a payment service submitted by the User to the Bank (as defined below); (2) the applicable Decision on the Tariff of fees for services rendered by NLB Banka AD Skopje, in the section relating to Payment services of the Bank for legal entities (3) the applicable Decision on the interest rate policy of NLB Banka AD Skopje, in the section relating to the Payment services of the Bank for private individuals(4) the applicable Term Plan of NLB Banka AD Skopje for conducting payment operations abroad, in the section relating to the services for private individuals that are subject to these General Terms; (5) the applicable Term Plan of NLB Banka AD Skopje for conducting payment operations in the country, and (6) Glossary of the most representative services of NLB Bank AD Skopje, they constitute the Framework Agreement for payment services between the Bank and the User (the "**Framework Agreement**").

1.5 These General Terms also govern the issuance of credit payment cards by the Bank and their use on the basis of a separate agreement between the Bank and the User.

2. Definitions

2.1. The separate terms, used in these General Terms and Conditions, have the following meaning:

- "**Authentication**" is a procedure that allows the Bank to verify the identity of the User or the valid use of a particular payment instrument, including the use of its user security markings;
- "**Authorization**" is a procedure that checks whether the User or the Bank has the right to perform certain actions;
- "**Request for use of a payment service**" means a request from the User to the Bank for use of an appropriate payment service submitted on the Bank's internal forms and includes a Request for opening a payment account by the User, as well as a Request for obtaining and using a debit card from the User and an Application for using Internet banking/Mobile application for individuals, as well as other documents that the Bank is obliged to provide according to internal acts or law to provide its individual clients with the application for opening a payment account, including the Application for Identification/Update of a Client (Individual);

- **"BBAN"** (Basic Bank Account Number) is an identifier for the payment account number, which unambiguously identifies an individual payment account with a payment service provider in the Republic of North Macedonia and which can only be used for national payment transactions, while the same payment account is identified with IBAN for cross-border payment transactions;
- **"The Bank"** means NLB Banka AD Skopje, a joint stock company incorporated under the laws of the Republic of North Macedonia, with its registered office at Vodnjanska no.1, 1000 Skopje, Republic of North Macedonia, registered in the Trade Registry and the registry of other legal entities with the Central Registry of the Republic of North Macedonia under CIN 4664531, taxpayer with TIN MK4030993191133, authorized bank and payment service provider whose operations the National Bank of the Republic of North Macedonia supervises, address at 1 Kuzman Josifovski-Pitu Blvd., 1000 Skopje, Republic of North Macedonia;
- **"BIC"** (Business identifier code) is a business identifier that uniquely identifies the payment service provider, the elements of which are specified by ISO;
- **"Currency Date"** is the reference time used by the Bank to calculate interest on debited or credited funds on the payment account;
- **"Denar Payment Account"** means the account maintained by the Bank in the name of the User and is used for making payment transactions in denars;
- **"Foreign Payment Account"** means the account maintained by the Bank in the name of the User and is used to make payment transactions in effective foreign money;
- **"Direct debit"** is a payment service by which the payer's payment account is debited, whereby the payment transaction is initiated by the payee based on the consent expressed by the payer. Before initiating direct debits, the payer expresses consent and gives approval to the payment service provider that maintains his payment account and to the payee, on the basis of which the payee may initiate the collection of funds through direct debit to the payer's specifically specified payment account. The payer fills out a direct debit consent, and to initiate a direct debit, the recipient fills out a direct debit payment order;
- **"Agreement for opening and maintaining a payment account and performing other payment services for individuals"** is the agreement based on which the Bank provides Payment Services from the Bank to the User.
- **"Unique identification mark"** is a combination of letters, numbers or symbols which the Bank determines for the User, and which must be indicated when making a payment transaction for the purpose of its unambiguous identification or on its payment account by another User;
- **"Electronic Payment Transaction"** is a payment transaction initiated and executed online and does not include payment transactions given in paper form or instructions given by post or telephone.
- **"IBAN"** (International Bank Account Number) is an identifier for the international payment account number, which unambiguously identifies an individual payment account in the Republic of North Macedonia, the elements of which are specified by the International Organization for Standardization (ISO);
- **"Payment Service User" or "User"** is a natural person consumer who will conclude the Agreement with the Bank for opening and maintaining a payment account and performing other payment services for natural persons for the purpose of obtaining Payment Services from the Bank;
- **"Username"** is a combination of characters that is assigned to the User by the Bank and that uniquely identifies it within the Internet banking / mobile application System.
- **"Credit transfer"** is a payment service whereby the payer instructs the payment service provider maintaining his payment account to execute a payment transaction or series of payment transactions which credit the payee
- **"Direct Debit Mandate" or "Direct Debit Consent"** is an expression of consent by the payer and an approval given to the payee and the payer's payment service provider (directly or indirectly through the payee), on the basis of which the payee may initiate the collection of funds by direct debiting the specifically specified payment account of the payer and which enables the payer's payment service provider to act in accordance with such instruction;
- **"Inactive account"** is: 1) a consumer payment account with the Bank on which, for a continuous period of at least 24 months, no outflow payment transactions authorized by the consumer or inflow payment transactions have been performed, with the exception of the calculation and payment/collection of interest, and/or any other payment transactions performed in favor of the Bank or in relation to which the Bank has not had any documented written, electronic and/or recorded telephone communication with the consumer or the persons authorized to operate the payment account or his legal representative, or 2) a

deposit account in relation to which the Bank has not had any documented written, electronic and/or recorded telephone communication with the client or the persons authorized to operate the account or his legal representative, for an uninterrupted period of at least ten years

- **"NLB mProklik"** is an application that is installed on a mobile phone, through which the User has the opportunity to gain insight into the products he uses at the Bank, and depending on the privilege, can also make payments;
- **"NLB mToken"** is an application that is installed on a mobile device, through which users are given the opportunity to authenticate it as well as use a MAS signature to authorize transactions through the NLB Proklik web application;
- **"NLB Pay Macedonia"** is an electronic payment channel (which can also be called a digital or mobile wallet) through which the contactless payment service is provided using a mobile device;
- **"Authorized person for operating a payment account"** is a person whom the User will authorize in writing to manage the funds in the User's payment account with the Bank
- **"Maintenance of a payment account"** is a Bank service for managing a payment account that does not have the status of an inactive payment account, so that it can be used by the User for the purpose of executing payment transactions;
- **"Money transfer"** is a payment service in which funds are received from the payer, in order to transfer the corresponding amount of funds to the payee or to another payment service provider acting in the name and on behalf of the payee and/or in which funds are received in the name and on behalf of the payee and are placed at his disposal, without opening a payment account in the name of the payer or the payee;
- **"Payment services from the Bank"** are the services from Article 1.1. of these General Terms and Conditions, offered in a package, i.e., from Article 1.2 of these General Terms and Conditions, which include the services from Article 1.1. of these General Terms and Conditions when used on an individual basis, as well as other additional services that the Bank may offer;. Payment services provided by the Bank include: opening and maintaining a payment account; depositing and withdrawing cash from a payment account in effective foreign and domestic currencies, executing payment transactions, including direct debits, credit transfers, including standing orders, payment transactions with payment cards or similar telecommunication, digital or information devices, with non-residents and residents through the transfer of funds from/to a foreign currency/denar deposit from/to other payment accounts and/or funds secured by a credit line, money services for initiating payments, services for providing information on payment accounts in accordance with the Law on Payment Services and Payment Systems, the Law on Foreign Exchange Operations, and other applicable legal and sub-legal regulations.
- **"Payment Account"** is the account maintained by the Bank in the name of the User and which is used to execute payment transactions;
- **"Payment transaction"** means the entry, withdrawal or transfer of funds initiated by the payer or on behalf of the payer or the recipient, regardless of the obligations arising from the relationship between the payer and the recipient;
- **"Payment order"** means any instruction from a payer or recipient to its payment service provider requesting the execution of a payment transaction;
- **"Payer"** is a physical or legal entity that has a payment account and agrees to execute a payment order from that account or in the case where there is no payment account, a physical or legal entity that gives a payment order;
- **"Payment instrument"** is a personalized device(s) and/or set of procedures agreed between the User and the Bank and used to initiate a payment order;
- **"Low-value payment instrument"** is a payment instrument that the User is authorized to use in accordance with the Framework Agreement and which has a spending limit of up to a total amount of 6,000 denars or an equivalent countervalue in other currencies, as well as prepaid payment cards that do not exceed an amount of 10,000 denars or an equivalent countervalue in other currencies;
- **"Payment Card"** is a type of payment instrument that allows the payer to initiate a transaction with a debit or credit card and that can be used by the holder to pay for goods and services and/or to withdraw and/or deposit cash;
- **"Card-based payment instrument"** means any payment instrument, including a card, mobile phone, computer or any other technological device containing an appropriate payment application, which enables the payer to initiate a card-based payment transaction, and which is not a credit transfer or direct debit;

- **"Debit Card Payment Transaction"** means a card-based payment transaction, including a payment transaction with a prepaid payment card, which is not a credit card-based payment transaction, whereby the amount of each payment transaction made using the debit card immediately or at the end of a predefined period is deducted from the balance of the available cash on the User's payment account;
- **"Credit card payment transaction"** is a card-based payment transaction, where the amount of the transaction, in part or in full, is debited from the payer, on a pre-agreed date in the month, on the basis of a separate agreement on available credit concluded between the payment service provider and the payment service user, which determines whether, at what rate and in what manner interest will be calculated and collected on the borrowed amount;
- **"Payment account coverage"** is the balance of the payment account from the previous day increased for the inflow of funds during the day and for the funds approved on the basis of an agreement with the bank for the allowed negative balance of the account, reduced for payments during the day until the moment of determining the coverage;
- **"Consumer"** is a natural person who concludes a payment services agreement with the Bank for the purpose of achieving goals that are not related to the performance of his business or profession;
- **"Recipient"** means a physical or legal entity for whom the funds that are the subject of the payment transaction are intended;
- **"Tacit debt balance"** is a tacit acceptance of overdraft on the current balance of the payment account of the User of the payment service, whereby the Bank makes available to the User of the payment service cash in an amount exceeding the current balance of the own cash on the payment account or, if an overdraft is agreed, exceeds the amount of the allowed overdraft;
- **"Transfer of a payment account or portability service"** is the implementation of the transfer at the request of the User, from one payment service provider to another, of: information on all or certain standing orders for credit transfers, recurring direct debits and recurring inflow credit transfers that are executed in favor or against the payment account and/or the positive balance of own funds from one payment account to another, with or without closing the payment account from which the transfer is made;
- **"Receipt of a payment order"** is the submission, i.e. handing over of a payment order to the Bank in an agreed manner;
- **"Acceptance of a payment order"** is a statement of the conditions for realization of the payment order. The bank receives the payment order if it is properly filled in, contains all the data required by the law, if coverage is provided for it and if prescribed documentation is attached to it. If those conditions are not met, the Bank shall reject the payment order no later than the next working day after the date that the User has set for the date of realization;
- **"Cross-border payment transaction or cross-border payment service"** means a payment transaction or a payment service in the execution of which, i.e. giving, only one of the payment service providers, regardless of whether it is the payer or the recipient, is established and operates in the Republic of North Macedonia;
- **"Acceptance of payment transactions"** is a payment service provided by the Bank on the basis of an agreement with the recipient for acceptance and processing of payment transactions, resulting in the transfer of cash to the recipient;
- **"Business Day"** is the day on which the payment service provider of the payer or the payment service provider of the recipient involved in the execution of a payment transaction is open for business to enable the execution of the payment transaction, i.e. a period determined by the rules for operation of the payment system and the securities settlement system covering all events during the working cycle of these systems, irrespective of the time of day and night at which the settlements occur; The Bank's business day is every day from Monday to Friday, except Saturday, Sunday, and non-working days in accordance with the valid regulations, as well as days for which the Bank will make a decision that they are non-working. The working day is defined and changed in accordance with the Term Plan of the Bank. In the context of the provision of Internet banking / mobile application Services, Saturday can also be considered as a working day;
- **"Framework Agreement"** is the contractual relationship between the Bank and the User, regulated in these General Terms and Conditions and in the Agreement for opening and maintaining a payment account and performing other payment services for legal entities, on the basis of which the Bank provides the Payment Services from the Bank to the User. The provisions of the other documents listed in Article 1.4 of these General Terms and Conditions also apply to this contractual relationship.

- **"Reference exchange rate"** means an exchange rate used as a basis for calculating when purchasing or selling foreign payment instruments and which is made available by the Bank or which originates from a publicly available source;
- **"Reference interest rate"** means the interest rate used as a basis for any calculation of interest and originating from a publicly available source and which can be verified by both contracting parties to the payment services agreement;
- **"SEPA"** means the Single Euro Payments Area (SEPA).
- **"SEPA Credit Transfer"** means a credit transfer payment transaction executed in accordance with the SEPA payment schemes.
- **"Internet banking / mobile application system"** is a system for electronic exchange of information between the Bank and the User through the Internet site of the Bank for internet banking / mobile application for legal entities or through an application that is installed on the User's mobile phone;
- **"Bank Tariff"** means the applicable Decision on the Tariff of Fees of services performed by NLB Banka AD Skopje, in the section relating to Payment Services from the Bank for Legal Entities.
- **"Standing order"** is an instruction given by the payer to the Bank to execute credit transfers at regular intervals or on predetermined dates;
- **"Permanent medium"** means any instrument which enables the payment service user to store information addressed personally to him in a manner which makes it accessible to him for a period of time appropriate to the purposes of their use and which permits the unchanged reproduction of the stored information.;
- **"Term Plan for Execution of Payment Transactions"** means the valid Term Plan for Execution of Payment Transactions abroad of NLB Bank AD Skopje and the valid Term Plan for Execution of Payment Transactions in the country of NLB Bank AD Skopje;
- **"Internet banking services / mobile application"** are payment services in domestic and international payment transactions that the Bank provides to the User based on a concluded agreement, and through the Internet banking system / mobile application.
- **"Payment initiation service"** is a service for initiating a payment order at the request of the User from his payment account maintained by another payment service provider;
- **"FATCA status"** has a person with whom the existence of any indication due to which that person will be subject to the United States Foreign Account Tax Compliance Act, the purpose of which is to prevent United States taxpayers from evading taxes by using foreign accounts. The text of the law is available at www.irs.com.

II. PAYMENT ACCOUNT

3. Type of payment account and payment services related to a payment account

3.1 Under the terms of the Framework Agreement, the Bank opens and maintains for the User a Denar payment account and/or a foreign currency payment account, on which Denar or foreign currency funds (funds in foreign currency) will be kept (recorded)

3.2 Based on the concluded Framework Agreement, the User will be able to deposit and withdraw cash from a payment account in effective foreign and domestic currencies, execute payment transactions, including direct debits, credit transfers, standing orders, payment transactions with payment cards or similar telecommunications, digital or IT devices, with non-residents and residents through the transfer of funds from/to a foreign currency/denar deposit from/to other payment accounts or funds secured by a credit line, initiating payments in accordance with the Law on Payment Services and Payment Systems, The Law on Foreign Exchange Operations and other positive legal and regulatory regulations, as well as in accordance with the Framework Agreement.

3.3 Based on the concluded Framework Agreement, the Bank may provide the User with SEPA Credit Transfer payment services in accordance with the applicable rules of the SEPA payment schemes for SEPA Credit Transfers and the terms of the Framework Agreement. If a certain payment transaction abroad cannot be executed through SEPA, the User agrees that the Bank will execute the payment order for that payment transaction through another payment system in which the Bank participates.

4. Procedure before opening a payment account

- 4.1. The Bank shall give the User sufficient time before it commits to an offer or to the Framework Agreement, prior information on the conditions for use of the Bank's payment services and on the fees that the Bank charges for them, on paper or on another durable medium, in accordance with the Law on Payment Services and Payment Systems. It will be considered that the Bank has

fulfilled this obligation to inform and by submitting a sample of the draft framework agreement containing such information.

- 4.2. The documentation constituting the Framework Agreement shall be signed and confirmed in a manner determined by the Bank, and in any case may be signed with a handwritten signature.
- 4.3. The documentation constituting the Framework Agreement, and which is compiled in electronic form, according to the Bank's capabilities in the procedure before the conclusion of the Framework Agreement, shall be given to the User either in paper form at the Bank's business premises or at an electronic mail address to be determined by the User or on another durable medium.
- 4.4. The User confirms that they are aware of the risks of communicating via the Internet with unencrypted electronic mail to the e-mail address and accepts them. The User is responsible for the availability of the reported e-mail address. Upon request of the User, the Bank may issue a copy of the contractual documentation in paper or electronic form.
- 4.5. The User, for the duration of the contractual relationship with the Bank, has the right to request from the Bank, on paper or on another durable medium, the contractual terms of the Framework Agreement, as well as the previous information on the use of payment services in accordance with the Law on Payment Services and Payment Systems.

5. Opening a payment account

5.1. The Bank shall open a payment account for the User if they meet the following conditions:

- 5.1.1. to submit a request for opening a payment account by the User, on an appropriate internal form of the Bank;
 - 5.1.2. to submit the necessary documentation allowing the identification of the User, its legal representatives and its Authorized Persons for handling a payment account, in accordance with the applicable legal and by laws;
 - 5.1.3. at the request of the Bank to attach all necessary data and additional documentation in accordance with the internal acts of the Bank, as well as those required for the purposes arising from the provisions of the Law on the Prevention of Money Laundering and Financing of Terrorism and for the purposes of determining FATCA status.
- 5.2. The documentation required for opening an account should be presented in the original or as a photocopy certified by an authorized person (Notary), and the Bank must keep a photocopy of the attached documentation.
 - 5.3. The Bank shall open a Denar payment account and/or a foreign currency payment account for the User, if the User submits the complete documentation, if the Bank receives all the information for opening the payment account and if necessary, an analysis has been carried out by the Bank in accordance with the regulations applicable to the Bank's operations.
 - 5.4. The Bank reserves the right to refuse the opening of the account, in which case it will state the reasons for the refusal, except when it would be contrary to the objectives of national security, public order and peace or the regulations governing the detection and prevention of money laundering and financing of terrorism.

6. Opening of payment account of a private individual – resident

- 6.1. The Bank opens the payment account of a private individual resident on the basis of an application for opening an account submitted by a natural person who has the status of a resident, i.e. the legal representative of the resident or another person authorized by the resident or the legal representative.
- 6.2. Before opening the payment account, the Bank must determine the identity of the legal entity - resident, its legal representatives, and its Authorized Persons for handling the payment account, based on valid documentation for their personal identification.
- 6.3. The Bank determines the identity of the legal entity – resident, based on a valid identity card or travel document that establishes the name and surname, EMBG, the address of residence, the permanent place of residence in the Republic of North Macedonia, i.e. identifies foreign individuals - foreign citizens who have resident treatment and temporarily reside in the Republic of North Macedonia, on the basis of a valid personal identification document, and upon request from the Bank, a valid residence visa for foreigners or a residence visa or work visa lasting at least 6 (six) months, from which the place of temporary residence in the Republic of North Macedonia can be determined.
- 6.4. The authorized persons for handling the User's payment account are identified on the basis of:
 - 6.4.1. valid identification document (personal document) of the Authorized Person for handling the payment account.

6.4.2. written authorization for Authorized Persons to operate with a payment account signed by the resident individual or his/her legal representative, confirmed by an authorized person (notary public) if the Authorized Person to operate with a payment account appears at the Bank in the absence of the User, i.e. the legal representative and personal identification document of Authorized Persons for payment account operations.

7. Opening of payment account of a private individual– non-resident

7.1. The Bank opens an account for a non-resident individual based on an account opening request submitted by an individual who has non-resident status, i.e. the legal representative of the non-resident or another person authorized by the non-resident.

7.2. Before opening an account, the Bank must determine the identity of the individual - non-resident, its legal representatives and its Authorized Persons for handling the payment account, based on valid documentation for their personal identification namely:

7.2.1. for a non-resident individual – a valid travel document or a valid identity card, if the person is a citizen of a member state of the European Union, a country that is a signatory to the Schengen Agreement or a country with which the Republic of North Macedonia has concluded a bilateral agreement on cross-border travel of citizens of both countries, from which the permanent place of residence abroad is determined. If the document does not indicate the permanent place of residence abroad, the Bank shall provide this information through reliable and independent sources or through a signed statement from the non-resident individual indicating the permanent place of residence abroad. The written statement is not accepted from non-residents from neighboring countries of the Republic of North Macedonia;

7.2.2. for the legal representative - a valid personal identification document as well as proof that the person is a legal representative;

7.2.3. for Authorized Persons for operation with a payment account of a non-resident individual - a valid document for their personal identification and a written authorization signed by the non-resident individual or by his legal representative certified by a notary (if the Authorized Person for operation with a payment account appears at the Bank in the absence of the User or his legal representative).

7.3. When opening an account for a non-resident individual, the Bank will inform the individual about receiving resident treatment in accordance with the regulations in the Republic of North Macedonia relating to foreign individuals who are temporarily residing in the Republic of North Macedonia with a work visa or a residence visa of at least 6 (six) months. A foreign individual who identifies himself with a document issued by the Ministry of Foreign Affairs (diplomat) has non-resident status.

8. Authorized persons for handling the payment account

8.1. The User has the right to expressly and in writing authorize third parties to dispose of the funds in the payment account as Authorized Persons for operation with the payment account.

8.2. The legal representative who, within the framework of the legal authorization or the authorization granted by a decision of a competent authority, represents the User, who has limited legal capacity or is not legally capable, cannot authorize third parties to dispose of the account.

8.3. The authorization for the handling of funds on the payment account may not be transferred to other persons by the Authorized Persons for Payment Account Operations and that authority may not refer to the closing of the User's payment account.

8.4. The authorized person for payment account operations may not submit a request for an overdraft or a request for the issuance of a payment card.

8.5. The User may revoke the authorization for handling of the funds on the account exclusively in writing by submitting a written notification to the Bank.

III. PAYMENT ORDERS

9. Proceeding with payment orders

9.1. Through the payment account for the User the Bank will receive deposits and make payments in accordance with the submitted payment orders and payment instruments by the User.

9.2. The Bank shall receive and execute payment orders according to instructions received from the User, from the payment account in a currency other than denars within the funds of the account, and from the payment account in denars up to the amount of the coverage in denars. The coverage of the account shall mean the balance of the account from the previous day, increased by the inflow of funds during the day and for the funds approved in accordance with the Agreement for approval of a permitted overdraft on a payment account that will be concluded with the User, reduced by the payments during the day until the moment of determining the coverage.

- 9.3. The User is obligated to submit the payment orders on time, neatly, legibly, and accurately completed in accordance with the applicable governing law and bylaws within the statutory deadlines, and in accordance with the Term Plans for execution of payment transactions. Otherwise, the liability falls on the User, whereby the Bank does not assume any responsibility for the eventual damage to the User.
- 9.4. The Bank is obligated to notify the User of untimely, incorrect, or incompletely completed payment orders that will not be executed.
- 9.5. The User and authorized person are obligated to keep copies of the payment orders. The possible material consequences that may arise due to their loss shall be borne by the User.
- 9.6. The User is responsible for the accuracy and completeness of the data in the payment order. The Bank is not liable for any damage incurred by the User due to incorrect, incompletely filled, forged, or changed payment orders. Payment orders that do not meet the conditions for receipt and handling thereof shall be rejected by the Bank and returned to the User no later than the next working day and shall be notified by the User in writing, electronically or through another communication channel.
- 9.7. When, according to the positive regulations, certain additional documents or data are required for the execution of the payment order in addition to the duly completed payment order, the Bank will execute the payment order if those documents and data are submitted, i.e. presented in the prescribed form, and in such cases the Bank is relieved of liability for extending the deadline for the execution of payment orders.
- 9.8. The Bank is exempted from liability for non-execution of the payment order, if so in accordance with the regulations for the prevention of money laundering and terrorist financing, international restrictive, embargo measures, implementation of FATCA, obliged to apply those measures.
- 9.9. The method of authentication, identification, as well as authorization/initiation and signing of payment orders, as well as signing of contractual documentation may be in digital/electronic form in accordance with applicable regulations, and the Bank may use its digital channels through which the User will be identified and authenticated, as well as through which the User will be enabled to electronically/digitally sign documentation, consent, order, payment instrument, etc., and in accordance with the available solutions and internal acts of the Bank.
- 9.10. The User and the Bank agree that the validity or evidentiary force of electronic documents, data in electronic form and electronic messages cannot be challenged solely because they are in electronic form and that the electronic signature in the execution of payment transactions in the country and/or abroad produces the same legal consequences as a handwritten signature.
- 9.11. The Bank shall not be liable in case of interruption of the services related to the performance of the payment operations and for the consequences of the interruption, which is out of the control of the Bank, i.e., which is a consequence of force majeure and circumstances that could not have been foreseen, prevented, removed, or avoided.
- 9.12. The Bank is not liable for damages, costs or losses, for any reduction in value or liability of any kind arising from the action, i.e. non-action of the Bank in accordance with or related to the interruption in the payment systems.

10. Types of payment orders, information and unique identification marks for the correct initiation and execution of payment orders

- 10.1. The National Bank of the Republic of North Macedonia shall prescribe the paper form of payment orders, the content of payment orders, the consent for direct debit and the authorization for transfer of the payment account, and the manner of use of payment orders for the execution of payment transactions.
- 10.2. The National Bank of the Republic of North Macedonia prescribes different types of payment orders for different types of payment transactions, including for depositing cash into a payment account, for withdrawing cash from a payment account, for credit transfers within the country or abroad, for direct debit and consent to direct debit, for money transfers, etc.
- 10.3. The payment order that the User submits to the Bank or upon which the Bank is to act must be filled in with data required in accordance with the applicable regulations for the execution of payment transactions in the country and abroad, as well as with data provided for in the Bank's internal forms.
- 10.4. The payment order may be submitted to the Bank in paper form at the counters of the Bank's branches on a prescribed form or in electronic form through the channels on the Bank's internet banking / mobile application or through another agreed communication channel in accordance

with the Framework Agreement, i.e. protocols or agreements concluded between the Bank and the User in connection with the Framework Agreement.

- 10.5. At the counters in the Bank's branches, cash payment transactions for depositing or withdrawing cash from a payment account are carried out on the basis of properly completed payment orders submitted in paper form, in accordance with the applicable regulations for the execution of payment transactions in the country and abroad, other applicable regulations and the terms of the Framework Agreement.
 - 10.5.1. The payment order for cash entry into the payment account, which is submitted in paper form at the counters in the Bank's branches, contains in particular the following data: name of the Bank; name of the cash depositor; unique identification number or other identification number of the depositor; identification document number of the cash depositor; name of the recipient; payment account number (IBAN or BBAN) or other unique identification number of the recipient; amount of cash being deposited; currency of cash being deposited; description of the entry; country of the non-resident; date of submission and signature of the entrant.
 - 10.5.2. The payment order for cash withdrawal from the payment account, which is submitted in paper form at the counters in the Bank's branches, contains in particular the following data: name of the the bank; name of the payment account holder; payment account number (IBAN or BBAN) or other unique identification number of the payment account holder; name of the cash recipient; unique identification number or other identification number of the cash recipient; number of the cash recipient's identification document; amount of cash being withdrawn; currency of the cash being withdrawn; description of the withdrawal; country of the non-resident; date of submission; signature of the payment account holder and signature of the cash recipient.
- 10.6. At the counters in the Bank's branches, non-cash payment transactions for the transfer of funds from one payment account to another (credit transfer) are carried out on the basis of a properly completed payment order in paper form, in accordance with the applicable regulations for the execution of payment transactions in the country and abroad, other applicable regulations and the terms of the Framework Agreement.
 - 10.6.1. Such payment order for payment transactions in the country that is submitted in paper form at the counters of the Bank's branches shall contain in particular the following data: name of the payment service provider to which the payment order is assigned; name of the payer; payment account number (IBAN or BBAN) or other unique identification code of the payer; tax number of the payer if the credit transfer is made in favor of a budget user; name of the recipient; payment account number (IBAN or BBAN) or other unique identification number of the recipient; amount of the credit transfer; currency of the credit transfer; date of (currency) execution; description of the payment; name of the payment system; date of submission; signature of the payer.
 - 10.6.2. Such payment order for payment transactions abroad that is submitted in paper form at the counters in the Bank's branches also contains additional data, the BIC identification code of the payment service provider of the recipient; designation of the payment service user who pays the fees for executing the credit transfer; designation of the residency of the payer; designation of the residency of the recipient.
 - 10.6.3. For SEPA Credit Transfers, the IBAN data is used as a unique identification mark of a payment account.
- 10.7. Initiation and execution of Direct Debits is carried out on the basis of a correctly completed Consent for Direct Debit of the payer and a correctly completed payment order for direct debit of the recipient, in accordance with the applicable by-law of the National Bank of the Republic of North Macedonia for the execution of payment transactions.
- 10.8. Payment transactions abroad are processed and executed based on the provisions of the Law on Foreign Exchange Operations, the Law on Payment Services and Payment Systems, the applicable by-law of the National Bank of the Republic of North Macedonia prescribing the manner and conditions for executing payment transactions abroad, and the conditions of the Framework Agreement.
- 10.9. The User is responsible for ensuring that payment orders are correctly filled in with accurate data and submitted to the Bank in a timely manner. The Bank will refuse to process an incorrectly filled out payment order and will notify the User thereof. The Bank is not liable for any delays or losses that may arise from the refusal to act on an incorrectly completed payment order by the User.
- 10.10. The Resident User may make cash collections and payments to and from non-residents in denars in the Republic of North Macedonia in accordance with the regulations governing cash operations in the Republic of North Macedonia.

- 10.11. The realization of payments and transfers of funds, based on capital transactions (as defined in the Law on Foreign Exchange Operations) is free, if it is a transaction that is concluded, reported and registered in accordance with the Law on Foreign Exchange Operations and if all obligations based on taxes and contributions to the Republic of North Macedonia have been settled. The transfer of funds for the realization of capital transactions, for the exercise of the investor's right based on participation in profit or residual property, after the bankruptcy or liquidation of the legal entity in which he invested, is considered a payment or transfer of funds. The Bank will not realize the payment order abroad, i.e. enable the User to dispose of the inflow from abroad, if it is in contradiction with this provision.

11. Receipt of the payment order

11.1 The Bank accepts the payment order if the following conditions are met:

11.1.1. if the payment order is correctly completed, contains all information and data required and necessary in accordance with the applicable laws and regulations and if it is signed by authorized persons;

11.1.2 if all necessary documents prescribed and determined by the positive legal and by-laws, and in accordance with the internal acts of the Bank, are attached to the payment order;

11.1.3 if coverage is provided on the User's account with the Bank for payment of the payment order and for payment of the Bank's fees and expenses;

11.1.4 if the payment order, as well as the payment itself, is in accordance with applicable domestic and international laws and regulations.

12. Authorization of payment transactions

12.1 The Bank undertakes to execute the User's payment orders (including payment orders given through a payment initiation service provider) under the conditions specified in the Framework Agreement, and in accordance with the channels for initiating payment transactions as well as the type of payment transaction, in a manner specified in the Framework Agreement

12.2. A payment transaction is only considered to be authorized if the User has given consent to the execution of a payment transaction.

12.3 The Bank and the User agree to perform the payment transaction and the same to be considered as authorized depending on channels for receiving payment orders and payment instruments, under the following conditions:

12.3.1 in the Bank's branch offices: by submitting a correctly completed payment order, by signing and taking over an original copy of the payment order for its processing at the Bank's counters and its realization, provided that there is a sufficient available amount on the payment account to execute the payment transaction and previously performed verification of the User's identity;

12.3.2. with payment cards by inserting the card in an ATM or by touching the card to the contactless ATM reader and entering the PIN code, by inserting the card in the POS terminal and entering the PIN code, or by signing the confirmation at the POS terminal, by touching the card on the contactless reader on POS terminal and by or without entering the PIN code during contactless payments but for amounts defined by the law or the rules of international card payment schemes, for payments through Internet (e-commerce payments) or other payments on distance by entering or providing the card number, and the expiration date and CVV/CVC code, and one-time code for online payments (OTP code), if requested by the point of sale, as well as by application of other factors for strong authentication in accordance applicable regulations (for example, biometric verification from the User's device): for payment of payment cards inserted into the digital wallet, by performing the payment according the technical instructions for usage of the application for digital wallet for transactions where the point of sale itself provides without PIN code, OTP code or CVV/CVC code or other additional authentication by simply using the card..

12.3.3. through internet banking/ Mobile application Services in accordance with the rules for the use of those services by the User, including by entering a username, password / PIN and a one-time security password, i.e. entering of other elements for authentication / identification that the Bank supports, in the application for Electronic / Mobile Banking Services.

12.3.4. through the eID by Evrotrust service or other issuers/schemes for electronic identity: in accordance with the rules for the use of those services by the User as well as the use of the issued digital certificate;

12.3.5. via a mobile phone that supports the use of a Mobile Digital Wallet application enabled by the Bank (such as NLB Pay Macedonia, Google Pay and others when enabled) - by touching the screen of the contactless reader without entering the card's PIN code.

12.4 If the User or his authorized person performs a series of payment transactions, the first of which is (or is not) confirmed by a security feature (OTP code and/or mobile application) on the payment instrument,

especially if the User performs a payment transaction with a certain merchant that is recognized and is followed by additional charges due to the User's fault (e.g. traffic violations with a rented vehicle, unpaid minibar costs in hotels, membership fees that allow the User to purchase at reduced prices, etc.), the Bank will consider those payment transactions authorized by the User.

12.5 . Moreover, when the authorization of a payment transaction is made using a payment instrument, the spending limits agreed between the Bank and the User will be applied. The Bank allows the User to view and change and limit the previously defined by the Bank daily / periodic / monthly limits of amounts of payment transactions that are carried out through a payment instrument, by using the Services of internet banking / mobile application in the packages with the possibility of payment or with submitting a request in the Bank's branch offices or the available digital communication channels of the Bank.

12.6 . The User and the Bank agree that access to the NLB Click, NLB mClick applications:

12.6.1. Is/are exclusively and solely related to the User;

12.6.2. They contain sufficient information for identification and authentication of the User and from which the User can be reliably identified;

12.6.3. Contain sufficient information for authorization of payments / application for services / signing of documentation carried out by the User using the Internet banking services / mobile application.

13. Receipt of the payment order

13.1. The receipt and processing of payment orders shall be carried out in accordance with the Term Plans for the execution of payment transactions of the Bank. All orders received after the specified terms from the Term Plan for execution of payment transactions of the Bank will be considered as received on the next business day.

13.2. The User initiating a payment order and the Bank, may arrange for the execution of the payment order to start on a specific day or at the end of a specific period or on the day on which the User as payer will make available to the Bank the necessary funds for the execution of the payment order, the time of receipt of the payment order being considered to be the agreed day for the execution of the payment order. If the day thus agreed upon is a non-workday for the Bank, it is considered that the payment order will be received the next working day. The payment order may have the same day execution currency or currency on a future business day (up to 7 days at the most). The payment order, which has the currency of execution on the day when it is delivered, is executed on the same day when it is delivered in accordance with the Term Plans for execution of payment transactions, and if it is submitted after the end of the Term Plans for execution of payment transactions provided for receipt of orders, the next working day will be executed, if for its execution there is coverage on the payment account and no forced collection solution for execution has arrived. Otherwise, the Bank shall return the payment order to the User on the appropriate form for the next working day, with an explanation for the reason

13.3. The User and the Bank may agree to set priorities for the execution of payment orders, otherwise the Bank will perform them according to the date and time of receipt and will respect the legal priorities.

13.4. The User may make payments to the benefit of payment account holders with other payment service providers for the maintenance of payment accounts (payments that according to valid regulations are not considered large payments, i.e. payments up to 1.000.000 denars) through the settlement system of the Clearing Interbank System (KIBS), where payments are considered final after the settlement of payments between banks and through the Macedonian Interbank Payment System (MIPS) (for payments that according to valid regulations are considered large payments, i.e. payments of over 1.000.000 denars and payments that are urgent) and they are made immediately, i.e. the recipient may immediately handle the funds from the made payment. The choice for the method of making the payment is made by the User by appointment in the payment (order) itself. If the User does not appoint the method of execution of the payment order, the Bank will make the payment at its own choice and in the best way.

14. Refusal of the payment order

14.1. The Bank shall not refuse to execute a payment order if all conditions set forth in the Framework Agreement are met, unless otherwise prescribed by law or other regulations.

14.2. The Bank will refuse to execute a payment order if all conditions for its execution are not met, or in the following cases:

14.2.1 the paper payment order is corrected, crossed out, deleted or otherwise modified after its issuance;

- 14.2.2 The unique identification code (IBAN or BBAN) or other data specified in the payment order that the User is obliged to provide, are incorrect or insufficient for proper processing thereof;
- 14.2.3 There are not enough available funds on the User's payment account at the time of receipt of the payment order to cover the amount of the payment transaction from the payment order;
- 14.2.4 The account has been blocked in accordance with the law;
- 14.2.5 No consent has been given to execute the payment transaction in the agreed manner, as set out in these General Terms and Conditions and the Framework Agreement;
- 14.2.6 There are legal obstacles to the execution of the payment order;
- 14.2.7 The execution of the payment order would be contrary to the regulations on the prevention of money laundering, financing of terrorism or the regulations on foreign exchange operations;
- 14.2.8 For payments through payment systems in which the Bank is involved, if the recipient bank or the recipient's payment service provider is not involved in such systems or if it has received a message for payment refusal for card transactions or money transfers;
- 14.2.9 For payment transactions based on payment cards, if the payment card is blocked, expired or damaged, or if the User has entered an incorrect PIN code.

- 14.3. The Bank is not liable for the inability to execute the payment order due to circumstances beyond its control, such as a communication connection interruption, power outage, technical failure of a POS device or cash deposit device (including an ATM), or an omission/inaction by the recipient who is not the User or his payment service provider-
- 14.4. If the Bank refuses to execute the payment order or initiate the payment transaction, the Bank is obliged to notify the User of the refusal, the reasons for the refusal and the procedure for correcting the errors that led to the refusal of the payment order, unless the provision of information is prohibited by law.
- 14.5. The Bank will provide either will make this notification available to the User within the prescribed deadlines order in accordance with point 13 of these General Terms and Conditions through the communication channels provided for in these General Terms and Conditions or through technical means available to the parties to whom the payment order is given. For payment transactions based on payment cards initiated at a POS or cash deposit device (including an ATM), the merchant, i.e. the device, will issue a confirmation (slip) for an unsuccessful transaction, informing the User of the rejection at the time of the payment attempt.
- 14.6. The Bank reserves the right to calculate and charge a reasonable fee for the rejection of the payment order, if there are objectively justified reasons for the same.
- 14.7. If, after the notification of rejection, the User does not submit a correct payment order or missing data on the same day, the Bank is not responsible for further unsuccessful execution of the payment order.
- 14.8. If all the conditions of the Framework Agreement concluded between the User as a payer and the Bank as the payment service provider maintaining the User's payment account are met, the Bank is obliged to execute the authorized payment order regardless of whether the payment order was initiated by the User as a payer, including through a payment initiation service provider or is initiated by or through the payee, except in cases where the execution of the payment order is prohibited by law.
- 14.9. A payment order whose execution is refused shall be deemed not to have been received.

15. Irrevocability of the payment order

- 15.1. The User cannot revoke the payment order after the order has been received by the Bank, except in the following cases:
 - 15.1.2 in the case referred to in point 13.4 of these General Terms and Conditions, the User may revoke the payment order no later than the end of the business day preceding the agreed day for the execution of the payment order;
 - 15.1.3. upon receipt of the order by the Bank or upon expiry of the deadlines referred to point 15.1.1. and point 15.1.2 of these General Terms and Conditions, only if so agreed between the User and the Bank.
- 15.2. If the payment transaction is initiated by a payment initiation service provider or by or through the payee, the User as the payer cannot revoke the payment order. after giving consent to initiate the payment transaction to the payment initiation service provider or after giving consent to execute the payment transaction to the payee. As an exception, in the case of direct debit and without

calling into question the right to a refund of funds, the payer may revoke the payment order no later than the end of the business day preceding the agreed day for debiting the funds. If the possibility of revoking the payment order after this deadline has been agreed between the User and the Bank, the consent of the recipient is required. In the case of item 13.4 of these General Terms, the User may revoke the payment order no later than the end of the working day preceding the agreed day for execution of the payment order.

- 15.3. The User Payer may withdraw consent to execute a series of payment transactions at any time, after which any future payment transaction that is part of the series shall be considered unauthorized.
- 15.4. The Bank reserves the right to calculate and charge a fee for the cancellation of the payment order in accordance with the applicable Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje.

16. Amount transferred and received

- 16.1. The Bank transfers the entire amount of the payment transaction, i.e. it must not reduce it for fees for its services.
- 16.2. The transferred amount of the payment transaction must be in the amount of the individual payment order.
- 16.3. As an exception to the point 16.1 from these General Conditions, the Bank as a payment service provider to the User as a recipient may collect fees for its services from the transferred amount of the payment transaction before approving the User's funds as recipient. In this case, the Bank is obligated in the information about the executed payment transaction given to the User as a recipient to separately show the full amount of the payment transaction and the amount of all calculated and charged fees.
- 16.4. In cases where the payment transaction is initiated by or through the User as the recipient and fees other than those referred to point 16.3 of these General Conditions have been charged to the transferred amount of the payment transaction, the Bank, as the payment service provider of the User as the recipient, shall be obligated to ensure that the recipient receives the full amount of the payment transaction initiated by or through the recipient reduced for the agreed fees.

17. Deadline for execution of payment transactions

- 17.1. The Bank executes payment transactions within the deadlines stipulated by the Term Plan for execution of payment transactions and by the Law on Payment Services and Payment Systems and the Law on Foreign Exchange Operations
- 17.2. When executing payment transactions in denars and euros in the Republic of North Macedonia, the Bank, as the payment service provider of the User, as the payer, will ensure that the amount of the payment transaction is credited to the account of the payment service provider of the recipient on the same business day when the payment order is received in accordance with point 13 of these General Terms and Conditions.
- 17.3. When executing payment transactions in a currency other than denars and euros in the Republic of North Macedonia, the Bank, as the payment service provider of the User, as the payer, will ensure that the amount of the payment transaction is credited to the account of the payment service provider of the recipient. no later than the end of the second business day after the day the payment order is received in accordance with point 13 of these General Terms and Conditions.
- 17.4. When executing cross-border payment transactions, the Bank, as the payment service provider of the User, as the payer, shall ensure that the payment order initiated by the payer is delivered to the payment service provider abroad with a value date no later than the third business day after the day on which the payment order is received in accordance with point 13 of these General Terms and Conditions, unless otherwise agreed with the payer.
- 17.5. For cross-border payment transactions in euros to the European Economic Area, the Bank, as the payment service provider of the User, as the payer, will ensure that the amount of the payment transaction is credited to the account of the payment service provider of the recipient no later than the end of the next business day after the day of receipt of the payment order in accordance with point 13 of these General Terms and Conditions. This deadline may be extended by one more business day for cross-border payment transactions in euro to the European Economic Area initiated on paper. This deadline, and the possibility of extension, shall apply accordingly to other cross-border payment transactions, unless the Bank and the User agree on the application of a longer period for the execution of payment transactions, but it cannot exceed four business days from the time of receipt of the payment order in accordance with point 13 of these General Terms and Conditions.

- 17.6. The Bank, as the payment service provider of the User, as the payer, shall ensure that the monetary amount of the foreign payment transaction in euros executed as a SEPA Credit Transfer is credited to the account of the payment service provider of the recipient no later than the end of the next business day following the day of receipt of the payment order, in accordance with the Bank's Term Plans which define the moment towards the end of the business day as the cut-off time after which the payment order is deemed to have been received on the following business day. This deadline may be extended by one more business day for SEPA Credit Payment Transactions in euros within SEPA that are initiated on paper. If a longer period is agreed between the Bank and the User for the execution of cross-border payment transactions within SEPA in currencies of SEPA countries other than the euro, it cannot exceed four business days from the time of receipt of the payment order, in accordance with the Bank's Term Plans, which determine the moment towards the end of the business day as the cut-off time after which the payment order is considered to have been received on the next business day.
- 17.7. The Bank, as the payment service provider of the User as the recipient, upon receipt of the funds, will make the amount of the payment transaction available on the recipient's payment account, on the value date.
- 17.8. The Bank, as the payment service provider of the User as the recipient, will ensure that the payment order initiated by or through the recipient is transferred to the payment service provider of the payer, within the deadline agreed between the recipient and his payment service provider, and in the case of direct debit within the period that allows for settlement of the payer's obligations on the agreed due date.
- 17.9. When the User deposits cash into the payment account with the Bank in the currency in which the payment account is denominated, the Bank shall make the amount of funds available with a value date, no later than the next business day after the day of receipt of the cash.
- 17.10. The deadlines of this article do not apply if the procedure is carried out in accordance with the regulations for the prevention of money laundering and terrorist financing.

18. Date of currency and availability of monetary funds

- 18.1. The date of the currency from the approval of the recipient's payment account must not be later than the business day on which the amount of the payment transaction is approved in the recipient's payment service provider's account.
- 18.2. The Bank, as the provider of payment services to the User as recipient, is obliged to make the amount of the payment transaction available to the User as recipient immediately after the amount has been approved on the account by the Bank, in cases where the Bank, as provider of payment services to the User as recipient:
 - 18.2.1. does not carry out currency conversion or
 - 18.2.2. performs the currency conversion of a monetary amount in euros or other currencies of countries of the European Economic Area, in appropriate denar countervalue.
- 18.3. The provision 18.2 of Article of these General Terms shall also apply in the case of payment transactions carried out by one and the same payment service provider.
- 18.4. The date of currency of debit of the payer's payment account must not be before the date when the payer's payment account is debited for the amount of the payment transaction.
- 18.5. As an exception to Articles 18.1, 18.2 and 18.3 from these General Terms and Conditions, the Bank makes the funds from payment transactions abroad available to the User as a recipient in accordance with the by-law governing the manner and conditions for execution of payment transactions abroad.

19. Incorrect unique identifier

- 19.1. If the payment order is executed with a unique identification code, the payment order is considered to have been executed correctly in relation to the recipient identified by the unique identification code. The Bank is not liable for non-execution or improper execution of the payment transaction and has no obligation to refund funds if the User has submitted to the Bank an incorrect unique identification code and/or has submitted incorrect or incomplete information for the execution of a payment order.
- 19.2. However, the Bank, as a payment service provider to the User, as a payer, will make reasonable efforts to recover funds from the payment transaction with an incorrectly specified unique identifier, upon prior consent from the recipient. In the event that the refund of funds on a payment transaction with an incorrectly specified unique identification code is not possible, upon the written

request of the payer, the Bank will provide the User as the payer in writing with all information at its disposal that is relevant for initiating proceedings before a competent court.-

- 19.3. The bank reserves the right to charge a fee for the return of funds from a payment transaction with an incorrectly provided unique identification code.

20. Allowed overdraft

- 20.1. The account of the Resident User may be overdrawn up to an amount determined by the Agreement for approval of a permitted overdraft on a payment account concluded between the Resident User and the Bank.
- 20.2. The account of the Resident User may also be converted into a tacit debit balance above the current balance of the Resident User's payment account, whereby the Bank makes it available to the Resident User funds in an amount that exceeds the current balance of own funds on the payment account or, if an overdraft limit has been agreed, exceeds the amount of the overdraft limit.
- 20.3. Payments to the Denar payment account may also be made within the limits of the permitted overdraft, in accordance with the Agreement for permitted overdraft concluded between the User and the Bank.
- 20.4. The Bank shall collect the calculated but unpaid interest on the used funds from the permitted overdraft (limit) from the funds on the payment account of the User - resident in the Bank (positive balance, inflow, payment). On the funds that the User uses above the established amount of permitted overdraft (limit) on the payment account and on credit cards, The bank will calculate penalty interest which is the sum of the underlying instrument from the open market operations of the National Bank of the Republic of North Macedonia (reference interest rate), which is valid on the last day of the half-year preceding the current half-year, increased by 8 percentage points. The interest rate is determined every half year, i.e. twice a year on 01.01 and 01.07, in accordance with the change in the interest rate on treasury bills published by the NBRSM, which is valid on 30.06 and 31.12.

21. Authorization for the Bank

- 21.1. By concluding the Framework Agreement, the User expressly and irrevocably authorizes the Bank and gives its consent to settle all agreed, due, and unpaid obligations to the Bank based on the Framework Agreement, on the basis of all other Agreements that the User has concluded or will conclude in the future with the Bank, as well as on other grounds, to use all existing funds or future inflows from the User's payment account.
- 21.2. The User undertakes to ensure coverage of his payment account upon maturity of his obligations to the Bank.
- 21.3. If the User's payment account becomes in an unauthorized debt balance, the User is obliged to settle it immediately with a regular or extraordinary payment.
- 21.4. By concluding the Framework Agreement, the User gives consent and authorizes the Bank to establish and execute transfer orders from/to the account, as well as to undertake all necessary actions required to execute the authorized payment transactions.
- 21.5. The Bank is authorized to dispose of the funds on the payment account without additional consent, i.e. order of the User, in the following cases:
- 21.5.1 For payment based on court decisions, enforcement orders from a competent enforcement agent in accordance with the Enforcement Law, decisions for forced collection of other competent authorities or in other cases provided for by mandatory regulations from all available funds submitted for collection in accordance with positive regulations;
- 21.5.2 for the purpose of blocking the account (in the case of security, interim measures, etc.) based on a decision of a court or other competent authority, and in accordance with the mandatory and applicable regulations;
- 21.5.3 On the basis of special agreements, contractual authorizations, written authorization from the User and in other cases provided for by laws and other regulations;
- 21.5.4 Based on a received request for correction of an error for an incorrect or over-approved amount on the payment account.
- 21.6. If the Bank maintains the User's payment account in domestic currency and in multiple foreign currencies, in the event that there are insufficient funds in the account to execute a payment order in the foreign currency in which the order is made, the Bank shall perform conversion from other

available currencies upon the User's order (by applying the Bank's exchange rate valid on the day of the transaction). The User must provide instructions, i.e. a conversion order, whereby in the event that the User fails to provide instructions, the Bank reserves the right to perform the conversion itself. As an exception, by signing the Framework Agreement, the User consents to the Bank performing conversion in cases of execution of forced collection orders, as well as when working with payment cards. The transaction date is the date that the User expressly indicated as the date when requesting the execution of the relevant transaction. It may be the same as or greater than the submission date if the Bank has accepted to receive orders with future dates or if the nature of the transaction is such that it cannot be executed in one day. The User must provide instructions, i.e. an order for conversion, whereby in the event that the User fails to provide instructions, the Bank reserves the right to perform the conversion itself.

- 21.7. In the event of an incorrectly executed payment transaction, the Bank may ex officio correct the error in accordance with the Decision on Execution of Payment Transactions of the National Bank of the Republic of North Macedonia. When performing the correction of an error ex officio, the payment service provider(s) of the payer/recipient are obliged to notify the payer/recipient immediately, but no later than one business day from the day the error correction is performed. No fees are calculated and/or collected from the User for the correction of the error ex officio. Incorrect debit or credit of the account resulting from an error by the Bank, without the User's approval, The Bank may remove it by reverse posting, so that the account balance remains unchanged. The correction made is recorded on the statement and is available for inspection, upon request of the User at the Bank's counters or in accordance with the agreed manner and available communication channels. If the beneficiary has used the funds that were incorrectly credited to his account, the Bank is obliged to compensate the wrongly debited payer within 5 days. The Bank then undertakes procedures for the collection of the claim arising from the correction of the error.

IV. PAYMENT CARDS

22. Basic rules for payment cards

- 22.1. The Bank issues debit, credit and other types of payment cards from the Visa and MasterCard brands to the Users, cards from other card payment schemes with which the Bank would conclude an agreement, as well as co-branded cards.
- 22.2. The User is obliged, before concluding the Framework Agreement, to familiarize himself with the features, including functionality, security features and costs associated with the payment card issued by the Bank.
- 22.3. Any unauthorized and illegal use of payment cards is punishable according to applicable legal regulations.
- 22.4. The Bank applies the operating rules of the international card payment scheme under which the payment card was issued, and the User is obliged to adhere to them. In the event of a change in the operating rules of the international card payment scheme, the User agrees that the Bank will apply the changes from the date of their entry into force.

23. Debit Payment Card Issuance

- 23.1. After opening the User's payment account, the Bank, in accordance with the Framework Agreement, will issue to the User a debit payment card linked to the payment account on which the payment account number is printed, in the manner and under the conditions provided for in these General Terms and Conditions and the Framework Agreement that the User will conclude with the Bank.
- 23.2. As an exception, if at the time of conclusion of the Framework Agreement, the User is a minor, he/she receives the right to use only the payment account, and upon reaching the age of 16, the right to use a debit card.
- 23.3. The User's Bank issues the User's primary card and additional cards/additional cards to persons whom the User authorizes to use cards linked to his account. The User of the primary card, is also responsible for the transfer and consistent compliance with the provisions of these General Terms and Conditions by the person(s) for whom he/she has requested the issuance of additional cards. The Bank decides on the approval and issuance of the card(s), without any obligation to explain the decision made. A basic card is issued to an adult with permanent residence or regulated residence in the country.

23.4. The card is issued based on a completed and signed application for obtaining and using the card, together with a photocopy of an ID card or passport, if it has not been previously submitted.

24. Use of credit payment card

- 24.1. The Card is owned by the Bank throughout the entire period of its use.
- 24.2. The Card is non-transferable and may only be used by the person whose details are printed on it. The Card is linked to the User's payment account.
- 24.3. The Card is internationally valid and can be used in physical as well as digitalized form in digital wallets for which the Bank has enabled it and is primarily used:
 - 24.3.1 For non-cash payments at points of sale in the country and abroad;
 - 24.3.2. For cash withdrawals at banks and cash deposit machines (including ATMs) in the country/abroad;
 - 24.3.3 For cash deposits at cash deposit devices (including ATMs) in the country.
- 24.4. The debit payment card is used in all places in the world that are included in the card payment scheme under which it was issued and where there is a sticker with the sign of the card payment scheme under which it was issued. It can be used physically as well as digitized in digital wallets for which the bank has enabled the same.
- 24.5. The User undertakes that when disposing of the funds on the payment account, he/she will not exceed the available funds, and if he/she does exceed them, he/she undertakes to pay them immediately. Available funds are understood to mean the deposited funds in denars increased by the allowed overdraft on the account, if such has been agreed upon between the Bank and the User. 24.6 Any damages that may arise from using an unsigned card are the responsibility of the User.
- 24.6. When using the card abroad, the User undertakes to use the card up to amounts limited by the regulations for foreign exchange operations valid in the Republic of North Macedonia.
- 24.7. To view the balance of the payment account, the User may obtain a statement at any of the Bank's counters (cashiers) or by viewing it via internet banking/mobile application.
- 24.8. The Bank shall not bear any responsibility if the card is not accepted for any reason during use, but in such case the Bank shall request appropriate notification.
- 24.9. When using the card in cashless transactions or when withdrawing cash at the Bank, if applicable, the debit card user receives a confirmation of the transaction (slip), which he/she must check. As an exception, the confirmation of the completed transaction (slip) is not provided in cases in accordance with the rules of the international card payment scheme under which the card was issued.
- 24.10. The User shall dispute any perceived irregularities in the confirmation of the completed transaction directly at the point of sale when purchasing, i.e. using the service.
- 24.11. After accepting the confirmation of the completed transaction, the User is obliged to request a copy for himself, which serves to control the amount of the costs, since the statement he will receive, upon his request from the Bank, will not include copies of the confirmations.
- 24.12. Upon request of an authorized representative of the Bank at the Bank's branch, the User is obliged to provide a personal identification document.
- 24.13. For the confirmation of the User when withdrawing cash from cash deposit devices (including ATMs) and cashless transactions at POS terminals, a personal identification number - PIN code is used. Contactless transactions are carried out using a PIN code and if the terminal allows, transactions can be made up to a certain amount, or in full, without using a PIN code. In internet transactions, in accordance with the applicable rules of international card schemes, confirmation can be made with or without using an OTP code, CVV/CVC code or other means of identification.
- 24.14. The user undertakes to keep the PIN code separate from the card and not to disclose it to other persons in order to avoid misuse of the card.

25. Issuance of a credit payment card

- 25.1. The Bank, based on a Credit Card Application completed by the Credit Card User, issues a primary card to the Credit Card User and additional/supplementary cards linked to the primary card account to persons whom the Credit Card User will list in the Credit Card Application.
- 25.2. -The Bank issues a basic card to the Credit Card User and through an accepted offer for issuing a credit card by the Credit Card User through the Bank's branches and Contact Center or through

self-service channels (cash deposit devices (including ATMs), ATM, NLB Click, mClick, and others).

25.3. A basic card is issued to an adult with a permanent place of residence or regulated stay in the country.

25.4. The user of the basic credit card who concludes a separate agreement with the Bank is responsible for consistent compliance with the provisions of that agreement

26. Use of credit payment card

26.1. The credit card is owned by the Bank during the entire period of its use.

26.2. The credit card is non-transferable and may only be used by the person(s) whose details are printed on it-

26.3. The bank opens a separate account/party for the needs of credit card operations

26.4. The credit card is internationally valid and can be used physically as well as digitized in digital wallets for which the bank has enabled it for cashless transactions, for withdrawing cash from cash deposit devices (including ATMs) and bank counters, if applicable, for contactless payment at POS terminals that are enabled for this type of payment-

26.5. The Bank shall not bear any responsibility if, when using the credit card, it is not accepted for any reason.

26.6. When using the credit card in cashless transactions or when withdrawing cash at the Bank, if applicable, the credit card user receives a confirmation of the transaction (slip). An exception to receiving confirmation of the completed transaction exists in certain cases in accordance with the rules of the card payment scheme (i.e. printing a slip is not mandatory).

26.7. The credit card user shall dispute any perceived defects in the confirmation of the completed transaction directly at the point of sale during the purchase, i.e. use of the service.

26.8. Upon request of the person at the point of sale, the Credit Card User is obliged to submit a personal identification document for inspection.

26.9. In order to avoid misuse of the card by unauthorized persons, it is recommended that the Credit Card User keep the PIN code separate from the card and not disclose it to third parties.

26.10. Any unauthorized and illegal use of the cards is punishable according to the applicable legal regulations.

26.11. The Bank applies the international rules of operation of the card payment scheme, and the Credit Card User is obliged to adhere to them. In the event of a change in the international rules of operation of the card payment scheme, the Credit Card User agrees that the Bank will apply the changes from the date of their entry into force.

V. INTERNET BANKING / MOBILE APPLICATION

27. Internet banking / mobile application services

27.1. In order to be able to use Internet banking / mobile application Services, the User must have an open denar and/or foreign currency payment account with the Bank, to dispose of equipment and software that meet the minimum technical requirements prescribed by the Bank in the User Manual, as well as to regularly settle its obligations to the Bank.

27.2. The Bank provides the User with the Internet banking / mobile application Services set out in the Framework Agreement.

27.3. By completing and signing the Application for use of payment services relating to Services of internet banking / mobile application, which is an integral part of the Framework Agreement, the User selects one or more Internet banking / mobile application Services that it wishes to use and lists the privileges he wants to use in the Internet Banking System / mobile application, by being able to choose between the viewing privilege or the viewing and payment privilege.

27.4. If the User meets the requirements of these General Terms and Conditions, the Bank will notify the User through one of the electronic channels within 3 (three), but no more than 7 (seven) business days from the receipt of the request, of the approval of the request for use of the Internet Banking Services / mobile application.

28. Internet banking / mobile application system

28.1. The User is obligated to provide and install at their own expense, or through a person authorized by them, all necessary equipment for the use of the internet banking / mobile application System that will serve as an electronic channel, as well as the relevant software from the internet banking / mobile application System.

- 28.2. Depending on the User's request, if the User meets the requirements of these General Terms and Conditions, the Bank will assign the User a username and activation code and will provide access to NLB Click.
- 28.3. Depending on the User's request, he is offered the opportunity to use the mobile application - NLB mClick - which he can install on the User's mobile phone, and the User then logs in with a password created by him
- 28.4. By assigning the User a username and enabling access to NLB Click, and/or NLB mClick, the Bank enables the User to use the Internet Banking Services/mobile application, and the User assumes responsibility for maintaining their confidentiality.
- 28.5. If the User suspects or learns that another unauthorized person knows their password, or if the password is compromised in any other way, they are required to immediately change the password to a new one. This can be done through the Bank's website for retail clients, NLB Click.
- 28.6. The Bank may, upon written request, assign a new username for NLB Click to the User at the User's expense, in an amount determined in accordance with the applicable Decision on the Tariff of Fees for Services Performed by NLB Bank AD Skopje.

29. Use of Internet banking services / mobile application

- 29.1. The User agrees that upon receiving the Internet Banking Services/Mobile Application in accordance with these General Terms and Conditions, the Bank will cease to send all information and notifications that it may download from the Bank in electronic form by mail once it has provided the User with the Internet Banking Services/Mobile Application in accordance with these General Terms and Conditions. Additionally, the Bank may use other digital channels for communication with the User, in addition to NLB mClick and NLB Click, such as an email address, SMS, Viber, telephone communication, etc.
- 29.2. The Internet banking / mobile application services will be available to the User 24 hours a day, seven days a week, to the extent and in the manner specified in the Framework Agreement, as well as the user instructions within the electronic Internet and mobile banking applications.
- 29.3. The User will be able to use the Internet banking / mobile application services on the first business day after submitting the necessary documentation, downloading all necessary data and security devices, and performing the necessary equipment installations necessary for using that service.
- 29.4. For each payment abroad and inflows from abroad, the User undertakes to submit the necessary documents (acts and attachments) in accordance with the applicable regulations for foreign exchange operations with abroad in electronic form (scanned documents) through the internet banking application / mobile application that relate to the basis of payment. The user is responsible for the accuracy of the completed orders as well as for the submitted data and documentation on the basis of which the payment was made. The Bank is not responsible in the event that the payment order is rejected in the payment system and due to the User's error, nor is it responsible for the execution of incomplete and incorrectly filled-in payment orders. Given the automatic execution of authorized payment orders, the User bears full responsibility for electronically signed payment orders.
- 29.5. The Bank reserves the right to change the scope and content of individual Internet Banking Services / mobile application, for which it will notify the User in any of the following ways at the Bank's discretion: by publishing information on the account statement, written notification delivered by mail , SMS message /, Viber message, email message to an email address, email message via the Internet Banking Services/mobile application, announcement on the Bank's official website or other medium of communication.
- 29.6. If the User does not agree with the changes from the previous paragraph of this article, he has the right to submit a written objection or a written request for termination of the agreement in accordance with the provisions for termination of the Framework Agreement contained in these General Terms and Conditions.

30. General, secure and open communication standards

When the User uses the services of payment account information service providers, payment initiation service providers and payment service providers in card-based payment transactions, the Bank, as a payment service provider maintaining a payment account, establishes and enables connection and secure communication with these service providers through a secure communication channel (dedicated interface) which also enables access to the User's payment account. In that case, for the execution of payment transactions, the Bank will authenticate the User in the same way as it authenticates users when accessing its Internet Banking Services/mobile application. Through the dedicated interface, the Bank and other service providers mentioned above are mutually connected, i.e., they communicate and

transmit information on payment accounts and transactions, as well as the User's payments, in accordance with the Law on Payment Services and Payment Systems.

VI. FEES, INTEREST RATES AND EXCHANGE RATES

31. Calculating fees

- 31.1. For the services that the Bank provides to the User in accordance with these General Terms and Conditions and the Framework Agreement with the User, the Bank calculates and charges fees, costs, commissions, and interest rates, in the amount, within the terms and in a manner according to the applicable Decision for the Bank's Tariff of fees of services rendered byf NLB Banka AD Skopje in the part that refers to the Payment services of the bank for individuals
- 31.2. Fees, charges and commissions charged by the Bank include, without limitation: Fees, expenses and commissions charged by the Bank include, without limitation: commissions for maintenance of a payment account, commissions for deposits and cash disbursements, commissions for non-cash transactions in cash, commissions for payment transactions via SEPA schemes, commissions for SMS/Viber reporting, commissions for permanent orders, commissions for use of the services of internet banking / mobile application, commissions for nostro and loro remittances, for swift, expenses for interventions, documentary works (letters of guarantee and cash), for deposit and payment of effective foreign money, for cheques, credit letters and other securities, preparation of credit reports for concluded credit affairs, commissions for execution of solutions for forced collection and debt, commissions for blockade and unblocking of the account, partial execution of solutions for forced collection, commissions for other services in the area of payroll and foreign operations and card operations and internet banking / mobile application services
- 31.3. In addition to the fees and expenses referred to in the previous paragraph, the Bank shall also calculate a fee for paid expenses of foreign banks arising from the performance of the payment operations abroad, on the order/for the benefit of the User.
- 31.4. The User with these General Terms expressly authorizes the Bank and gives consent to directly debit the account in connection with the fees for performing banking services, all costs related to the payment operations in the country and abroad and all claims that may arise in connection with the operation of the account and to collect them in accordance with these General Terms. The User is obliged to provide coverage of the account upon the maturity of any of the User's payment obligations towards the Bank under the Framework Agreement.

32. Exchange Rates

- 32.1. When making foreign exchange payments from the User's payment account, the Bank applies the applicable exchange list of the Bank and informs the User about a specific rate in advance or arranges a special course for individual cooperation.
- 32.2. If the User - debtor does not have available monetary funds for forced collection in denars for full execution of the payment transaction on the basis of the payment order for forced collection, the Bank shall perform currency conversion in denars of its available monetary funds for forced collection in another currency by applying the average rate of the National Bank of the Republic of North Macedonia valid on the day of the transaction to the amount necessary for full execution of the payment transaction on the basis of the payment order for forced collection and transfer it to a payment account in denars of the User - debtor.
- 32.3. When using the debit payment card abroad, the User shall be debited in denar counter value of the amount expressed in euros, at the applicable exchange sales rate of the Bank.
- 32.4. The average rate of the National Bank of the Republic of North Macedonia, valid on the day of calculation, shall be used for the calculation of the amount of fees and expenses in foreign currency in domestic currency.
- 32.5. If a foreign currency is used to pay the fees and expenses, the foreign currency shall be redeemed according to the purchase rate from the Bank's Exchange Rate List on the day of settlement of the liabilities.
- 32.6. The User authorizes the Bank to complete and sign the conclusion for the purchase of foreign currency.
- 32.7. The Bank establishes and publishes a currency exchange list on a daily basis based on supply and demand in the foreign exchange market. The underlying trading pair is EUR/MKD for which

the buying and selling rate is defined according to the current state of the foreign exchange market. The exchange rate of the other currencies is formed as a "cross", according to the euro as a basis and the coefficient of the other currency on the international currency market expressed in Macedonian denars.

- 32.8. When using the card abroad, the User is obligated to use the card up to amounts limited by the foreign exchange regulations applicable in the Republic of North Macedonia.
- 32.9. When using the card abroad, the User shall be debited in denar counter value of the amount expressed in euros, at the exchange sales rate of the Bank. All transactions in currencies other than euro, are first exchanged in euro according to the official exchange rate in the system of the card payment scheme operator at which the debit payment card was issued, then debited in denar counter value.

33. Calculation of interest rates

- 33.1. The bank calculates and approves interest in interest rates according the valid Decision for the policy of interest rates in NLB Bank AD Skopje.
- 33.2. The Bank calculates and charges a variable interest rate on the permitted overdraft (limit) on a payment account and on credit cards, calculated as the sum of the interest rate of the underlying instrument from the open market operations of the National Bank of the Republic of North Macedonia (interest rate on treasury bills), which is valid on the last day of the half-year preceding the current half-year and a fixed percentage point supplement on an annual basis in accordance with the Bank's decision. The interest rate adjustment will be carried out on a six-monthly basis, on January 1 and July 1 of each year in accordance with the change in the interest rate on treasury bills published by the NBRSM, and which is valid on 30.06 or 31.12. When forming and calculating the interest rate for the period from the date of conclusion of the agreement to the date of the first adjustment of the interest rate, the interest rate on the treasury bills that is valid on 30.06 will be applied, if the date of conclusion of the agreement is in the period from 01.07 to 31.12. or interest rate on treasury bills valid on 31.12. if the date of conclusion of the agreement is in the period from 01.01 to 30.06. In the event that the interest rate is higher than the legal penalty interest, the Bank will calculate and charge an interest rate in the amount of the legal penalty interest.
- 33.3. On funds that the User uses above the established amount of allowed overdraft (limit) on a payment account and on credit cards, the Bank will calculate penalty interest which is the sum of the basic instrument from the open market operations of the National Bank of the Republic of North Macedonia. (reference interest rate), which is valid on the last day of the half-year preceding the current half-year, increased by 8 percentage points. The interest rate is determined every half-year, i.e. twice a year on 01.01 and 01.07, in accordance with the change in the interest rate on treasury bills published by the NBRSM, which is valid on 30.06 and 31.12.
- 33.4. The Bank has the right to calculate and charge the User from the account statutory penalty interest established in accordance with applicable legal regulations for any overdue debt balance.

VII. COMMUNICATION BETWEEN THE CONTRACTING PARTIES

34. Communication Channels

- 34.1. If something is not specifically agreed between the Bank and the User by these General Terms, or by another separate agreement, or if not otherwise provided by the applicable regulations or according to the practice of the Bank, the communication from the Bank to the User may be made in one of the following ways, depending on the case:
 - 34.1.1. electronically to the last known e-mail address given by the User, or
 - 34.1.2. with messages or announcements through the Internet banking / mobile application Services for the User using them for a payment account held with the Bank, or
 - 34.1.3. by notification and information provided through interactive and secure web side-platform for communication or
 - 34.1.4. by telephone to the last known telephone number provided by the User, or
 - 34.1.5. via text messages (SMS/Viber) to the last known mobile phone number given by the User, or
 - 34.1.6. by public postings in the media, or
 - 34.1.7. through documents/announcements that are available in the Bank's branches and on the Bank's website (<https://nlb.mk/>), or
 - 34.1.8. by regular or registered mail to the last known / updated residential address (residence) provided by the User which the Bank has in its records, except when the User has also provided the Bank with a

residential address in which case delivery will be made to the last known/updated residence address that the Bank has in its records;

- 34.1.9. through another durable medium defined in accordance with applicable legal regulations
- 34.2. Communication from the User to the Bank may be made in one of the following ways, depending on the case:
- 33.2.1. the Bank's official email addresses published on the bank's official website or
 - 33.2.2. the telephone numbers of the Bank's Contact Centre published on the Bank's official website or
 - 33.2.3. personally in any of the Bank's branch offices during their working hours, (the address and opening hours of the Bank's branch offices can be found on the Bank's website), or
 - 33.2.4 by post to the address of the registered office of the Bank;
 - 33.2.5. by phone, during the working hours of the Bank's branches or
 - 33.2.6. by other electronic means for which the Bank may from time to time notify the User.
- 34.3. The communication between the User and the Bank will be in Macedonian language, or in another language that will be agreed with the User in advance.
- 34.4. The Bank shall not have any liability or obligation for any damage or loss that may be caused to the User as a result of any delay, misunderstanding, destruction, or other irregularity in sending any notice by any means of communication referred to above to or from the User, or to any third party, for reasons not under the control of the Bank.
- 34.5. The Bank shall not bear any responsibility for any loss or non-receipt of any document, certificate, or postal notice for reasons not under the control of the Bank.
- 34.6. The Bank has the right to refuse to accept any announcements/notices given to the User regarding its existing data if the Bank is not satisfied as to the content or authenticity of such announcements/notices.
- 34.7. The Bank considers the communication from the Bank to the User as duly delivered, if it is sent in writing to the last known / updated residential address (residence) of the User that the Bank has in its records, except when the User has also provided the Bank with a residence address, in which case delivery will be made to the last known/updated residence address that the Bank has in its records, or if sent in electronic form to the last known email address. either through the Internet Banking Services / mobile application, or at the last known mobile phone number that the User provided to the Bank. The User is responsible for untimely notification to the Bank of any changes in his residential address data, that is, the residential address, email address, or mobile phone number.
- 34.8. The Bank reserves the right, at its own discretion, to refuse to make any payment transaction on the User's payment account or to terminate the notification by post, if any correspondence that was sent to the User was returned to the Bank due to a wrong address and if the Bank has taken measures and/or tried to contact the User in order to update its contact details and this was not possible.
- 34.9. The Bank has the right to send text messages (SMS/Viber) or other types of messages to the User for information purposes concerning the execution or non-execution of payment orders, as well as for malicious actions by third parties.
- 34.10. The Bank has the right, but not the obligation, to verify the authenticity through the above-described channels of communication with the User or the persons authorized by the User to act on their behalf or on their account, by telephone using contact data that are in the Bank's records. This generally applies in cases where fraud or security threat is suspected and/or in the case where the above details are changed, at any address or telephone number which the Bank was notified of.

35. Notifications, reports and excerpts

- 35.1. The Bank, as a payment service provider of the User as a payer, immediately after debiting the payment account of the User as a payer for the amount of the individual payment transaction or upon receipt of the payment order, if the User as a payer does not use a payment account to execute the individual payment transaction, provides the User as a payer on paper or another durable medium the following information:
- 35.1.1. reference code of the payment transaction by which the User as the payer can identify the transaction;
 - 35.1.2. the amount of the payment transaction in the currency in which the payment account of the User as payer is debited or in the currency used in the payment order;

- 35.1.3. the type and amount of all fees that are borne by the User as the payer, in total and by individual items;
 - 35.1.4. the exchange rate used by the Bank when executing the payment transaction and the amount of the payment transaction after currency conversion, and
 - 35.1.5. the debit currency date or the date of receipt of the payment order.
- 35.2. Upon request of the User as a payer, the Bank shall provide or make available to the User as a payer the information on the executed individual payment transactions referred to in the previous paragraph at least once a month, free of charge, on paper or another durable medium, in a manner that enables the User as a payer to store and reproduce the information in an unchanged form.
- 35.3. The Bank, as a provider of payment services to the User as a recipient, shall, immediately after the execution of the individual payment transaction, provide the User as a recipient, on paper or on another durable medium, with the following information:
- 35.3.1. reference mark of the payment transaction with which the User as the recipient can identify the transaction and the payer and all information transmitted with the payment transaction;
 - 35.3.2. the amount of the payment transaction in the currency in which the payment account of the User as the recipient is credited;
 - 35.3.3. the type and amount of all fees borne by the User as a recipient for payment transactions, in total and by individual items;
 - 35.3.4. the exchange rate used when executing the payment transaction by the Bank, and the amount of the payment transaction before currency conversion, if applicable, and
 - 35.3.5. the value date for the approval of the User's account as a recipient.
- 35.4. At the request of the User as a recipient, the Bank shall provide or make available the information on the executed individual payment transactions from the previous paragraph, at least once a month, free of charge, on paper or other durable medium, in a manner that enables the User as the recipient to store and reproduce the information in an unchanged form.
- 35.5. The Bank shall, at least once a year, provide or make available to the User as a consumer a report on all collected/calculated fees for services related to the payment account, and, if applicable, information on the amount of the interest rate applied to the permitted overdraft on the payment account and/or the implicit debit balance on the payment account, together with the total amount of interest charged on the used overdraft and/or the implicit debit balance for the reporting period, i.e. the passive interest rate applied to the payment account, together with the total amount of interest paid for the reporting period. The report is prepared with standardized content and form. The Bank will make this report available to the User no later than the end of January of the current calendar year for the fees collected in the previous calendar year. The Bank will make this report available through the Internet Banking Services / mobile application. for the User who uses them for a payment account held with the Bank, or by delivering a copy of the report in paper form to the Bank's branches or on another durable medium..
- 35.6. By opening a payment account, the User also gains access to internet banking/mobile application through which he has insight into the records of transactions carried out by the User through his payment account with the Bank.
- 35.7. The Bank undertakes to provide the User with:
- 35.7.1. A secure and efficient method of payment and receiving payments from/to his account at the Bank;
 - 35.7.2. Confidentiality of account balance data in accordance with applicable laws and regulations;
 - 35.7.3. Protection of User data;
 - 35.7.4. Timely notification of the User about the account balance and changes by submitting a statement of changes and account balance upon request of the User.
 - 35.7.5. By submitting an account statement in electronic form or picking up the account statement at the Bank's counters, the User is considered notified of all changes to his account. The user is obliged to check the accuracy of the account statement and if he/she determines irregularities and does not dispute it within 3 (three) working days after its issuance/receipt, he/she is considered to agree with it.
- 35.8. . It is considered that the notification from the Bank to the User has been correctly and properly delivered.:
- 35.8.1. if sent in writing to the last registered address of the User that the Bank has in its records,
 - 35.8.2. if sent in electronic form to the last registered email address of the User that the Bank has in its records,
 - 35.8.3. if it is delivered to the User in writing at the counter of the Bank's branches,
 - 35.8.4. if it is submitted in electronic form through the use of the Internet Banking Services/mobile application of which the User is the user,
 - 35.8.5. if it is given/made available on an interactive and secure website-communication platform by simultaneously sending a text message (SMS, Viber) to the last mobile phone number of the User that

- the Bank has in its records or a message to the last email address of the User that the Bank has in its records, with reference to an interactive and secure website - communication platform,,
- 35.8.6. if it is given or made available through another durable medium.
- 35.9. If the User does not provide proof of a different date of receipt, the notification shall be deemed to have been received:
- 35.9.1. for written notifications sent by mail – after the expiration of 7 (seven) days from the date of receipt at the post office. In the event that a postal item is returned to the Bank, the notification will be considered received on the return date indicated on the item;
- 35.9.2. for notifications sent by e-mail – on the day of sending;
- 35.9.3. for notifications issued over the counter at a branch of the Bank – on the day of issuance;
- 35.9.4. for notifications submitted through the Internet Banking Services/mobile application – on the day of posting;
- 35.9.5. for notifications via text messages with a link to an interactive and secure website - communication platform - on the day the text message is sent.
- 35.10. For notifications that the Bank delivers to the User electronically, the User must have an internet connection, as well as an appropriate mobile device for using the mobile banking service - NLB mClick, and in accordance with the General Terms and Conditions and the Privacy Policy for using the NLB mClick service, which the Bank makes available to the User upon activation of the service
- 35.11. At the request of the User, the Bank undertakes to notify the User of the maximum execution deadline and the type and amount of fees borne by the User as a payer, in total and by individual items, in the case of an individual payment transaction initiated by the User as a payer.

VIII. PROTECTIVE AND CORRECTIVE MEASURES

36. Protective measures

- 36.1. The User who is authorized to use the payment instrument is obligated to:
- 36.1.1. as soon as it receives the payment instrument, take all reasonable measures to protect the user security markings of the payment instrument;
- 36.1.2. to use the payment instrument in accordance with the contractual conditions for the issuance and use of the payment instrument; and
- 36.1.3. notify the Bank or the person designated by the Bank, immediately after receiving knowledge of the loss, theft, misuse, or unauthorized use of the payment instrument.
- 36.2. The user is particularly obliged to take and ensure that his authorized persons take the following reasonable measures to protect the user's security features of the payment instrument:
- 36.2.1. to keep all security features, including PIN codes, passwords, one-time codes and biometric data, confidential and not to disclose them to third parties
- 36.2.2. not to record or store security features in a manner that allows easy access to them by unauthorized persons, especially not together with the payment instrument:
- 36.2.3. to use only secure and trusted devices with adequate protection against malicious software and remote access by others when accessing payment services, and not to share or enter security features on unverified or suspicious applications or websites and to immediately report any suspicious activity related to the payment instrument to the Bank;
- 36.2.4. to refrain from any actions that could jeopardize the security of the payment instrument or communication with the Bank
- 36.3. The User or his authorized person is obliged to use the payment instrument in accordance with these General Terms and Conditions and any separately agreed terms with the Bank for the issuance and use of the payment instrument, including taking reasonable measures to reduce the risk of financial losses in the event of loss, theft or unauthorized use of the payment instrument, and in particular:
- 36.3.1. regularly adjust the limits for individual and daily transactions at ATMs, points of sale (POS) and the Internet, in accordance with personal needs, and avoid setting high limits for a longer period of time without a justified reason; The User may contact the Bank and be informed about the recommended limits per type of transaction by the Bank. The user who uses the Internet Banking Services/Mobile Application, together with a payment card, is aware that in the event of loss, theft, misuse or unauthorized use of the payment card, he/she can reduce the limits per type of transaction on the payment card, through the Internet Banking Services/Mobile Application. A user who has left their card with a merchant who is attempting or will attempt to make future transactions with it should block and replace the card.
- 36.3.2. regularly monitor notifications received from the Bank via SMS, mobile application or other communication channels regarding completed transactions and activities related to the User's account

or payment card (such as notification of an OTP code, for inserting a payment card into a digital wallet) in order to identify and report suspicious activities or misuse thereof.

36.3.3. not to store payment card information (including card number, CVV code, expiration date, PIN code) in unprotected form on a mobile phone, electronic device or application, including photos, notes or insecure documents.

36.3.4. The User is obligated to monitor and control the access by third parties to the payment instrument used for the services from the payment account.

36.4. In the event that the User or his authorized person to receive information for loss, theft, misuse or unauthorized use of to the payment instrument he is obligated to immediately report to the Bank, by calling the Contact Center on 02/15 600, anytime whereby in order to prevent possible abuse of the system the Bank will temporarily block the execution of individual or all services used by the User and will inform the User. The User may make such a report and request for blocking of the payment instrument at any time at the Bank's Contact Center, but reporting of unauthorized transactions may only be made in writing at the Bank's branches in the form of a Request to Dispute Transactions.

37. **Blocking of payment instrument**

37.1. The Bank reserves the right to block the payment instrument that the User is authorized to use in accordance with the Framework Agreement for objectively justified reasons related to:

37.1.1. the security of the payment instrument;

37.1.2. suspicion of unauthorized or fraudulent use of the payment instrument or

37.1.3. significantly increased the risk that the payer will not be able to meet his monetary obligations related to the credit line, in case of using a payment instrument with an approved credit line.

37.2. Before the blocking of the payment instrument, and if this is not possible, immediately after the blocking of the payment instrument, the Bank will inform the payer about the blocking and the reasons for it, through the communication channels specified in these General Terms and Conditions, except in the event that informing about the blocking of the payment instrument is against the law or if there are objectively justified security reasons for this. The Bank will remove the blocking of the payment instrument or replace the blocked payment instrument with a new payment instrument, after the termination of the reasons for the blocking.

38. **Claims, lost, stolen payment card**

38.1. The user is obliged to make the dispute of the obligations under payment cards on other grounds, except for unauthorized or incorrectly executed payment transactions, in writing within the shortest possible time, however, no more than 30 days from the date of the transaction (for debit cards), or no more than 10 days from the date of sending the monthly statement (for credit cards). Otherwise, it will be considered that the User acknowledges the obligations owed under the payment card. Disputing the obligations does not postpone their settlement. The costs of unresolved complaints are borne by the User. If it is proven that the dispute is justified, in accordance with the rules of the international card payment scheme, the Bank returns the already paid disputed amount to the User's account. Otherwise, the costs are borne by the User. The deadline for resolving complaints is determined by the Bank in accordance with the rules of the card payment scheme under which the payment card was issued.

38.2. In case of loss, theft or seizure of the card, the User is obliged to immediately notify the Bank at the Customer Support Department telephone number: +389 (2) 15 600.

38.3. The User is obliged to confirm or deny the reported theft, loss or seizure in writing within 10 (ten) business days. All costs not specified in these General Terms and Conditions, resulting from theft, loss or possible seizure of the card, are borne by the User. The Bank does not assume liability for compensation for damage, which would arise for the User in the event of loss, theft or seizure of the card.

38.4. In case of loss, theft or seizure of the card, the User has the right, if the Bank allows it, to request that the card be placed on the list of blocked cards, for which he is obliged to pay the costs in accordance with the Decision on the Tariff of Fees for Services of the Bank.

38.5. In case of loss, theft or damage to the card, the User has the right to request a new one or renewal of the old one before the expiration date, for which he/she shall pay the costs in accordance with the Decision on the Tariff of Service Fees of the Bank.

38.6. In the event of finding or recovering the lost, stolen or confiscated card, the User has the right to request to use it again, whereby the Bank reserves the right to refuse any dispute regarding future expenses incurred with the card or to compensate for any damage resulting from misuse of the card, up to the termination of the use of the card and its return to the Bank.

38.7. In case of reasonable suspicion that it is a theft, the User is obliged to report the case to the police as soon as possible..

- 38.8. If the Bank suspects that there is any abuse related to the use of a payment card, it will temporarily or permanently block the execution of individual or all payment services and will notify the User thereof through one of the available channels for communication between the Bank and the User.
- 38.9. The payment card is the property of the Bank and the Authorized Holder of the payment card is obliged to return it at any time upon request of the Bank.
- 38.10. Due to the implemented contactless technology, the payment card is also intended for quick payments of small amounts that are not subject to the possibility of dispute, and are at the expense of the User without the possibility of their dispute. The maximum individual transaction amount that is not subject to dispute is determined by the rules of the card payment scheme under which the payment card was issued at the level of each country (region) separately.
- 39. Dispute unauthorized and improperly executed payment transactions**
- 39.1. The User or his/her authorized person is obligated to carefully check the notifications and statements about his payment account when such information is made available to him by the Bank. If the User finds out that a certain payment transaction was executed incorrectly or was executed without authorization, the User has the right to a refund of the amount of that payment transaction from the Bank, if he has notified the Bank about it in the manner specified in these General Terms and Conditions, immediately and without delay, in a reasonable term not exceeding two (13) months from the date of indebtedness, including when a payment initiation service provider is involved in the execution of the payment transaction. Notification of unauthorized transactions can only be made in writing at the Bank's branches in the form of a Request to Dispute Transactions.
- 39.2. The Bank, as a provider of payment services to the User as a payer, will return the amount of the unauthorized payment transaction to the User as a payer, immediately after learning about the transaction or receiving the notification, i.e. after conducting an analysis and determining that the transaction is not authorized in accordance with the methods stipulated in these General Terms and Conditions, and no later than the end of the next working day, unless the Bank has reasonable grounds to suspect fraud and reports such grounds to the appropriate competent authorities in writing.
- 39.3. Regardless of other provisions in these General Terms and Conditions, the User as a payer is responsible for compensating losses resulting from unauthorized payment transactions due to a lost or stolen payment instrument or misuse of the payment instrument up to a maximum amount provided for in Article 90 paragraph (1) of the Law on Payment Services and Payment Systems, which currently amounts to 1,200 denars or the corresponding equivalent in other currencies. However, this limitation does not apply when
- 39.3.1. the loss, theft or misuse of the payment instrument cannot possibly have been discovered by the User as payer before the payment, unless the User as payer acted with fraudulent intent; or
- 39.3.2. the loss occurred due to the actions or inactions of an employee, agent or branch of the Bank or the external persons to whom the performance of operational functions related to the provision of payment services has been transferred
- 39.4. In the event of two or more cases of unauthorized transactions being reported by the User per year, the Bank and the User agree that the User will bear the loss up to the maximum amount of Article 38.3 of these General Terms and Conditions, subject to the legal maximum for covering the loss of 1200 denars per reported case of unauthorized transactions.
- 39.5. The User as a payer is fully responsible and bears the losses from the performed unauthorized payment transactions if the payment transactions occurred due to fraudulent behavior by the User as a payer or due to non-fulfilment, with intent or gross negligence, of one or more obligations of the User as a payer for undertaking of protective measures from the Article 36.1 of these General conditions. In this case, the limitation of loss to the maximum amount of Article 38.3 of these General Terms and Conditions from the previous paragraph does not apply.
- 39.6. The Bank and the User accept that, in the absence of a case of force majeure, the User or his authorized person will be deemed to have acted with extreme negligence if he fails to take the protective measures under Article 35 of these General Terms and Conditions, including, but not limited to, the following cases:
- 39.6.1. if the User or his authorized person does not perform a weekly regular check of the notifications and other information that the Bank provides or makes available to him regarding payment transactions executed through his payment account and/or payment instruments connected to his payment account in order to detect and report to the Bank any unauthorized transaction;
- 39.6.2. if the User receives one or more notifications from the Bank about transactions and activities related to the User's account and payment card (such as, for example, notification of an OTP code, for inserting

a payment card into a digital wallet, etc.) that are suspicious and does not immediately request blocking of the payment instrument to which they refer;

- 39.6.3. if the User or his authorized person does not leave or does not properly update the contact data (e.g. telephone number) with the Bank, in accordance with these General Terms and Conditions;
 - 39.6.4. if the User increases the limits by transaction types for payment transactions via the Internet, point of sale or at an ATM to amounts two or more times higher than the limits recommended by the Bank, information about which can be obtained through the Bank's contact center, and without a justified reason does not return them to or below the recommended limits after performing the necessary transactions;
 - 39.6.5. if the User or his authorized person reports unauthorized transactions or the Bank informs him of the risk of future unauthorized transactions, and in relation to such report or notification the User or his authorized person does not consent to the Bank blocking the payment instrument;
 - 39.6.6. if the User or his authorized person leaves payment card data (such as card number, expiration date, name and surname indicated on the card, etc.), including security features for the payment card (PIN code) for online payments and does not take appropriate technical measures to ensure that such data is not stored on an unprotected device or application that another person may have access to and can be reused by another person to make unauthorized transactions;
 - 39.6.7. if the User or his authorized person makes available photos of the payment card with readable data or makes the payment card data itself, and/or its security features, available on social media, on the Internet or otherwise to the general public, or on applications or websites that he determines are suspicious or are likely to be involved in illegal activities and does not immediately request blocking and replacement of the payment card.
 - 39.7. If the Bank makes a refund of funds from reported unauthorized transactions to the User in accordance with these General Terms and Conditions, but later determines that the User was not entitled to claim the refund of those funds in accordance with these General Terms and Conditions, including because he acted with fraudulent intent or with gross negligence, the Bank has the right, and the User agrees, to collect the amount of the unreasonably refunded funds from the User, together with any applicable costs and interest, directly from the User's payment account. The Bank reserves the right to initiate additional legal proceedings and to use additional legal means to collect the full amount of its claim on this basis and from other property of the User.
 - 39.8. If the User disputes that he/she authorized the executed payment transaction or claims that the payment transaction was not properly executed, the Bank is obliged to prove that the payment transaction was authenticated in accordance with these General Terms and Conditions and the Framework Agreement and the payment transaction has been properly recorded and booked and the execution of the payment transaction was not affected by a technical malfunction or other failure of the Bank.
 - 39.9. The Bank has the right not to immediately refund funds in accordance with this Article in the event that there are reasonable suspicions of the existence of fraud or other criminal acts, including money laundering, in accordance with the Law on Prevention of Money Laundering and Financing of Terrorism.
40. Obligations of the Bank
- 40.1. In the event that the payment order is initiated directly by the User, as the payer, the Bank, as the payer's payment service provider, is liable to the User as the payer for the correct execution of the payment transaction, unless the Bank proves to the User as the payer, and if necessary to the payer's payment service provider, that the amount of the payment transaction has been received by the payee's payment service provider in accordance with the rules on the deadlines for executing payment transactions. Where the Bank, as the payer's payment service provider, is not liable under this paragraph, then the payee's payment service provider is liable to the payee for the correct execution of the payment transaction and he is obliged to immediately make the amount of the payment transaction available to the payee and, if applicable, to credit the amount of the transaction to the payee's payment account with the value date on which the amount should have been credited.
 - 40.2. In the event that the Bank, as a payment service provider of the User as a payer, is responsible for non-execution, incorrect execution or late execution of payment transactions initiated by the User as a payer, the Bank shall immediately refund to the User the amount of the non-executed or incorrectly executed payment transaction. If in this case the User's account as a payer was debited, the Bank will restore the balance of the debited payment account to the state in which the account would have been if the incorrect payment transaction had not been executed at all and with the value date on which the amount from the payment account was debited.
 - 40.3. In the event that a payment transaction initiated by the User as a payer is executed late, the payment service provider of the payee, at the request of the Bank, as the payment service provider

- of the payer on behalf of the User as a payer, shall ensure that the value date is the date on which the payment transaction should have been executed.
- 40.4. In the event of non-execution or improper execution of a payment transaction in which the payment order is initiated by the User as the payer, the Bank, as the payer's payment service provider, regardless of its liability, shall ensure, at the request of the User as the payer, immediately take measures to monitor the course of the payment transaction and notify the User as the payer of the outcome, without calculating and charging fees for the verification and monitoring measures taken and for the notification.
 - 40.5. In the event that the Bank is responsible for an unexecuted or incorrectly executed payment transaction or for a late execution of a payment transaction initiated by the User as a payer, the Bank shall refund to the User the amount of all calculated and/or collected fees, as well as refund, i.e. to pay all interest to which the user is entitled in connection with the non-executed or incorrectly executed payment transaction or due to late execution of the payment transaction.
 - 40.6. In the event that the payment order is initiated by or through the User as the payee, the Bank, as the payee's payment service provider, is liable to the payee for the correct transmission of the payment order to the payer's payment service provider in accordance with the rules on the deadlines for executing payment transactions. If the payment order is not correctly transmitted, the Bank, as the payment service provider of the payee, is obliged to immediately transfer it to the payment service provider of the payer.
 - 40.7. In the event that a payment order initiated by or through the User as the recipient is transferred with a delay, the Bank as the payment service provider of the recipient will credit the recipient's payment account on the value date on which the amount should have been credited if the transaction had been executed on time.
 - 40.8. The Bank, as the payment service provider of the User as the recipient, is responsible to the User as the recipient for the execution of the payment transaction initiated by or through the User as the recipient and is obliged to make the amount of the payment transaction available to the recipient immediately after it has been approved to the Bank's account with a value date on which the amount should have been credited if the transaction had been properly executed.
 - 40.9. In the event of a non-executed or incorrectly executed payment transaction initiated by or through the User as a payee for which the Bank, as the payee's payment service provider, is not liable, the payer's payment service provider is liable to the payer and, where applicable, is obliged to immediately and without delay, refund to the payer the amount of the non-executed or incorrectly executed payment transaction. If the payer's payment account is debited, the payer's payment service provider is obliged to refund the balance of the debited payment account in the state in which the account would have been if the irregular payment transaction had not been carried out and with the value date on which the amount was debited from the payment account. As an exception, the Payment Service Provider of the payer is not liable if it proves that the Bank, as the payment service provider of the User as the recipient, received the amount of the payment transaction even in the event of a delay in the execution of the payment transaction, the Bank, as the payment service provider of the recipient, is obliged to credit the amount to the recipient's payment account with a value date on which the amount should have been credited if the transaction had been correctly executed.
 - 40.10. In the event of an unexecuted or incorrectly executed payment transaction in which the payment order was initiated by or through the payee, the Bank as the payee's payment service provider, upon a request submitted by the payee will immediately take measures to monitor the progress of the payment transaction and notify the recipient of the outcome without calculating and charging fees for the verification and monitoring measures taken and for the notification.
 - 40.11. Where the Bank, as the payment service provider of the User as a payee, is responsible for a non-executed or incorrectly executed payment transaction or for a late execution of a payment transaction initiated by or through the User as a payee, the Bank shall refund to the User the amount of all calculated and/or collected fees, as well as to make a refund, i.e. to pay all interest to which the user is entitled in connection with the non-executed or incorrectly executed payment transaction or due to the late execution of the payment transaction.
 - 40.12. If the User as the payer initiated the payment order through a payment initiation service provider, the Bank as the payment service provider maintaining the User's payment account is obliged to refund the amount of the unexecuted or incorrectly executed payment transaction to the payer. and if the payment account is debited, to restore it to the state in which the payment account would have been if the irregular payment transaction had not been carried out. The payment initiation service provider is obliged to prove that the payment order was received by the Bank as the payment service provider maintaining the payment account and that, within the scope of its competences in relation to the payment transaction, authentication of the payment transaction has

been performed, the payment transaction has been accurately recorded and the execution of the payment transaction has not been affected by a technical malfunction or other omission that caused non-execution, incorrect execution or delayed execution of the payment transaction. If the payment initiation service provider is responsible for the non-execution, incorrect execution or late execution of the payment transaction, at the request of the Bank as the payment service provider maintaining the payment account, is obliged to immediately and without undue delay compensate the payer for any losses incurred or amounts paid resulting from the refund of funds made.

41. Measures for Internet banking/Mobile Application Services

- 41.1. All procedures of receiving and transmitting electronic messages to the User when using the System for internet banking/ mobile application are recorded in the Bank's System for internet banking/ mobile application, as well as locally at the User's place, while the computer record of the User's actions is kept by the Bank to the extent and manner agreed upon. with the applicable regulations.
- 41.2. All data relating to the User and the transactions carried out will be recorded in the Bank's database and stored in a secure manner, from which they can be reproduced on paper or on a screen, and the contracting parties agree that these data constitute irrefutable evidence of the transactions carried out and of their content.
- 41.3. The User is obliged to monitor and control access by third parties to the equipment used for the Internet banking/Mobile Application Services.
- 41.4. In the event that the User detects unauthorized access by a third party to the equipment used for the Internet banking/mobile application Services, he is obliged to report it to the Bank immediately, and the Bank will temporarily block the execution of individual transactions in order to prevent possible abuse of the system. or on all Internet banking/mobile application Services used by the User and will notify the User about it through one of the channels for communication with the User.
- 41.5. The Bank is not responsible for any damage caused by misuse of the system caused by unauthorized access to the equipment that the User uses for the Internet banking/mobile application Services.
- 41.6. If the Bank suspects that there is any misuse of the System for internet banking/ mobile application, it will temporarily or permanently block the execution of individual or all Internet banking/mobile application Services and will notify the User about this through one of the Bank's communication channels with the user.
- 41.7. The Bank may perform a short-term interruption of Internet banking/mobile application Services, in case of necessary system improvement, repairs or maintenance of the Bank's installations, for which the Bank will notify the User in advance (through one of the Bank's communication channels with the User) except in emergency cases or when security reasons do not allow it.
- 41.8. The Bank reserves the right to make changes and updates in the existing System for internet banking/ mobile application and/or the secure means of electronic signature necessary for using the System for internet banking/ mobile application, as well as to change, add or exclude individual services on the internet banking /mobile application, especially for compliance with requirements provided by laws, by-laws and the rules of international card payment schemes, for the implementation of new secure technologies for the Internet banking/mobile application, and for the purpose of offering new services or new features of such services.

42. Blocking of Internet Services (internet banking / mobile application)

- 42.1. The Bank will temporarily block the performance of individual or all Internet Services (internet banking/ mobile application) or terminate the Framework Agreement if it learns that the User does not comply with the provisions of the Framework Agreement, the Bank's acts and the applicable regulations.
- 42.2. The User can request a temporary blocking of the execution of individual Services on the Internet (internet banking/ mobile application) by submitting a written request to the Bank (through its branches, through the Bank's Contact Center, etc.) and cancel individual or all Services at any time on the internet (internet banking/ mobile application), whereby the Bank will act on the request in the shortest possible time, but no later than seven working days if the User has settled all obligations towards the Bank arising from the use of the Internet banking/mobile application Services for which he is requesting to be blocked and/or canceled by the Bank.
- 42.3. All orders sent before the blocking of the use of Services on the Internet banking/mobile application will be processed by the Bank.
- 42.4. The Bank can perform unblocking, i.e. reactivation of previously blocked Services on the Internet banking/mobile application, based on a written request submitted by the User at the Bank's branches, i.e. according to the Bank's procedures, if the User has paid any outstanding amount of fees or there are sufficient funds in the bank's payment accounts for the payment of the fee by the Bank.

42.5. If the User's accounts do not have sufficient funds to collect the fee for the contracted services, the User will not be able to use the Internet banking /mobile application Services.

43. Internet banking/Mobile Application Services Liability

43.1. The Bank is not responsible for any consequences that will arise as a result of unauthorized or unprofessional use of the equipment with which the User uses the Services on the Internet banking/mobile application, as well as for telecommunication and teletransmission services provided by a third party or for interference or non-functioning/ poor functioning of services that are beyond the Bank's control.

43.2. The Bank does not guarantee and does not take responsibility for possible problems with the hardware and software with which the User uses the Services on the Internet banking /mobile application.

43.3. The Bank is not responsible for any damage caused by misuse of the System for internet banking/ mobile application caused by unauthorized access to the equipment that the User uses for the Internet Services (internet banking/ mobile application).

43.4. The Bank shall not be held liable in the event that the payment order is rejected in the payment system that is used to execute it, and the rejection is due to a mistake of the User, nor shall it be liable for the execution of incorrectly filled payment orders.

IX. VALIDITY, AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT

45. Validity duration of the Framework Agreement

45.1. The Framework Agreement concluded for an indefinite period.

45.2. This Agreement shall enter into force on the date of signing by both Parties.

46. Importance and renewal of a payment card

46.1. The validity period of the payment card issued in accordance with these General Terms and Conditions is written on the card itself.

46.2. The parties agree that the card will be automatically renewed, and the Bank will issue a new card with a new validity period, unless:

46.2.1. The user cancels the card 60 days before its expiration date;

46.2.2. The bank temporarily blocks or cancels the card.;

46.3. The user is obliged to take care of the validity date of the card, which is marked on the card itself, and if he does not receive a notification about a renewed card by the end of the month marked as the validity period of the card, he is obliged to contact the Bank.

47. Amendments of the constituting the Framework Agreement

47.1. Amendments to these General terms and conditions

47.1.1. The Bank reserves the right to amend these General Terms and Conditions at any time.

47.1.2. The Bank shall propose to the User the amendments of these General Terms no later than two months before the date of application of the same.

47.1.3. The Bank will notify the User of the proposed changes of these General Terms and Conditions and give them and make them available through interactive safe web site – platform for communication by simultaneously sending a text message (SMS, Viber) to the last mobile phone number of the User that the Bank has in its records or an electronic message to the last address that the Bank has in its records, or by messages or announcements through the Internet Banking Services / mobile application for the User who uses them for a payment account that he has with the Bank with a reference to an interactive secure website communication platform, or by delivering a copy of the proposed amendments to these General Terms and Conditions in paper form to the Bank's branches or on another durable medium. The Bank will publish announcements about proposed changes to these General Terms and Conditions on its website.45.1.4The User shall accept or not accept the proposed changes before the date of application of the changes and shall notify the Bank of the acceptance or non-acceptance.

47.1.4. It will be considered that the User has accepted the proposed changes of these General terms and conditions if before the date of application of the changes it does not inform the Bank in written form that it rejects them. In the event that the User does not accept the proposed changes of these General terms and conditions , the User has the right to terminate the Framework Agreement, on any date before the date of application of the changes without paying a cost or compensation for the termination of the Framework Agreement, whereby the Framework Agreement ceases to be valid on the date upon

termination of the Framework Agreement by the User, after settling its obligations towards the Bank, but without paying any costs or compensation for the termination of the Framework Agreement, whereby the Framework Agreement ceases to be valid on the date of termination of the Framework Agreement by the User.

47.2. Amendments to the Decision on the Tariff of Fees for Services Provided by NLB Bank

AD Skopje

- 47.2.1. The Bank reserves the right to amend the Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje, in the part relating to individuals, at any time.
- 47.2.2. The Bank will propose to the User the amendments to the Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje, in the part relating to Payment Services by the Bank for Individuals, no later than two months before the date of application of the amendment.
- 47.2.3. The Bank will notify the User of the proposed changes to the Decision on the Tariff of Fees for Services Performed by NLB Bank AD Skopje, in the part that relates to the Payment Services of the Bank for Individuals and will provide them/make them available to him/her via an interactive secure website - communication platform, simultaneously sending a text message (SMS, Viber) to the last mobile phone number of the User that the Bank has in its records or an email message to the last email address of the User that the Bank has in its records, with a reference to an interactive and secure website - communication platform, or with messages or announcements via the Internet Banking Services / mobile application for the User who uses them for a payment account held with the Bank with a reference to an interactive secure website - communication platform, or by delivering a copy of the proposed changes to the Decision on the Tariff of Fees for Services Performed by NLB Bank AD Skopje, in the part that relates to the Payment Services of the Bank for Individuals, in written form at the Bank's branches or on another durable medium. The Bank will publish announcements about the proposed amendments to the Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje, in the section relating to Payment Services by the Bank for Individuals, and on its website.
- 47.2.4. The User accepts or does not accept the proposed amendments to the Decision on the Tariff of Fees for Services Performed by NLB Bank AD Skopje, in the part relating to Payment Services by the Bank for Individuals, before the date of application of the amendments and notifies the Bank of the acceptance or non-acceptance. The User shall be deemed to have accepted the proposed amendments to the Decision on the Tariff of Fees for Services Performed by NLB Bank AD Skopje, in the part relating to Payment Services by the Bank for Individuals if, before the date of application of the amendments, he does not notify the Bank in writing that he rejects them.
- 47.2.5. In the event that the User does not accept the proposed amendments to the Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje, in the part relating to Payment Services by the Bank for Individuals, the User has the right to terminate the Framework Agreement, on any date prior to the date of application of the amendments, after settling his obligations towards the Bank, but without paying any costs or compensation for the termination of the Framework Agreement, whereby the Framework Agreement shall cease to be valid on the date of termination of the Framework Agreement by the User.

47.3. Amendments to the Decision on the interest rate policy of NLB Bank AD Skopje, changes in interest rates and exchange rates

- 47.3.1. The Bank reserves the right to amend the Decision on the interest rate policy of NLB Bank AD Skopje, in the part that applies to individuals, at any time.
- 47.3.2. The Bank shall propose to the User the amendments to the Decision on the Interest Rate Policy of NLB Bank AD Skopje, in the part relating to the Bank's Payment Services for Individuals, no later than two months before the date of their application. As an exception, changes in the amount of interest rates and exchange rates shall be applied immediately and without prior notice to the User, provided that the changes are made on the basis of a change in the reference interest rate and/or reference exchange rate. When the interest rates are not based on reference rates, the Bank shall notify the User in advance. Changes in the amount of interest rates or exchange rates that are more favorable to the User may be applied without prior notice.
- 47.3.3. In cases where the Bank proposes to the User the amendments to the Decision on the Interest Rate Policy of NLB Bank AD Skopje, in the part relating to the Payment Services of the Bank for Individuals, no later than two months before the date of their application, the User accepts or does not accept the proposed amendments before the date of application

of the amendments and notifies the Bank of the acceptance or non-acceptance. The User shall be deemed to have accepted the proposed amendments to the Decision on the Interest Rate Policy of NLB Banka AD Skopje, in the part relating to the Payment Services of the Bank for Individuals, if he does not notify the Bank in writing before the date of application of the amendments that he rejects them. In the event that the User does not accept the proposed changes to the Decision on the interest rate policy of NLB Banka AD Skopje, in the part relating to the Bank's Payment Services for individuals, the User has the right to terminate the Framework Agreement, on any date prior to the date of application of the changes, after settling his obligations towards the Bank, but without paying any costs or compensation for the termination of the Framework Agreement, whereby the Framework Agreement ceases to be valid on the date of termination of the Framework Agreement by the User.

- 47.3.4. In cases where the Bank proposes to the User the amendments to the Decision on the Interest Rate Policy of NLB Bank AD Skopje, the Bank will notify the User of the proposed amendments to the Decision on the Interest Rate Policy of NLB Bank AD Skopje, in the part relating to the Payment Services of the Bank for individuals and will provide/make them available to him/her via an interactive secure website - communication platform, simultaneously sending a text message (SMS, Viber) to the last mobile phone number of the User that the Bank has in its records or an electronic message to the last email address of the User that the Bank has in its records, with a reference to an interactive and secure website - communication platform, or with messages or announcements via the Internet Banking Services / mobile application for the User who uses them for a payment account that he/she has with the Bank with a reference to an interactive secure website - communication platform, or by delivering a copy of the proposed amendments to the Decision on the Interest Rate Policy of NLB Banka AD Skopje, in the part relating to the Bank's Payment Services for Individuals, in paper form in the Bank's branches or on another durable medium. The Bank will publish announcements on the proposed amendments to the Decision on the Interest Rate Policy of NLB Banka AD Skopje, in the part relating to the Bank's Payment Services for Individuals, and on its website.

48. Closing a payment account

- 48.1. The Bank may terminate the Framework Agreement and close the payment account with the User who is a consumer if the balance of funds on the payment account is zero or has funds, but is not active, for a continuous period of 24 months.
- 48.2. The Bank is obliged to make an attempt to contact and inform the User about the possibility of changing the status of his account into an inactive account, about the balance of funds on it, using the means and method of communication specified in the contract, in the last month before the occurrence on inactive account status.
- 48.3. The Bank cannot close the account if unfulfilled orders and grounds for collection are recorded on it.
- 48.4. The Bank reserves the right to reject the request of the User of the account for closing the account, if at the moment of submitting the request, the User has obligations to the Bank on any grounds.
- 48.5. In the event of termination of the Framework Agreement and closing of the payment account in accordance with which the fees for the payment services from the User are calculated or charged on a regular basis, the Bank shall collect the fees in the amount that is proportional to the period until termination of the agreement. If the User paid the fees for the payment services in advance, the Bank has the obligation to return to the User a part of the amount of the fees paid, which is proportional to the period from the day of termination of the contract to the last day of the period for which the fee was paid.
- 48.6. The Bank reserves the right to charge a fee for closing the User's account, in accordance with the applicable Decision on the Tariff of fees for services provided by NLB Banka AD Skopje, if the User terminates the Framework Agreement before the expiration of 6 (six) months from the date of its conclusion, in the amount of actual costs incurred.
- 48.7. The Bank transfers the funds from the account that is in the process of closing, in accordance with the instructions given by the User.
- 48.8. The Bank may terminate the Framework Agreement if it determines that the User is acting contrary to the provisions of the Law on Prevention of Money Laundering and Financing of Terrorism, as well as if the User is designated on a (consolidated) list of sanctions and/or international restrictive

measures are imposed which may be applied to the User, and he can do the same without prior notice and without a notice period.

48.9. The User has the obligation to immediately communicate to the Bank in writing any change that could affect the validity of the contract. If they do not do so, the Bank may unilaterally terminate the contract without a notice period. All financial and other consequences, arising or which may arise due to the untimely notification of changes, fall under the burden of the User.

49. Transfer of payment account

49.1. The User has the right to transfer the payment account to another Bank in the same currency as the payment account.

49.2. The Bank reserves the right to refuse the request for account portability, if it is an inactive payment account, a blocked payment account, a payment account opened with a restriction on the use of funds for specified special purposes, a payment account where electronic money is kept, an account related to issued credit cards to which funds are paid solely for the purpose of debt repayment on the basis of the issued credit card and a payment account for which the Bank's obligation to open and maintain it has been determined by a final court decision.

49.3. The Bank must not condition the implementation of the portability service on the use of other products or services by the User.

49.4. The Bank will accept the transfer of a payment account from another Bank, only if the User gives express authorization for the transfer of the payment account, which will contain consent for each of the activities/services that the User has chosen to be transferred in accordance with the law, the date from which the transfer was carried out as well as the date of closing the payment account if the User intends to close it.

49.5. At the request of the User, the Bank will provide the information (on paper or on another permanent medium) about the rights and obligations of the User and the banks that carry out and receive the transfer of the payment account established by law, free of charge.

49.6. The Bank for performing the portability service, including closing the payment account at the User's request, has the right to calculate and charge a fee in accordance with the law, in the amount determined by the valid Decision on the Fee Tariff for the services provided by NLB Banka AD Skopje

50. Termination of the right to use and cancellation of a payment card

50.1. If the User does not comply with the provisions of these General Terms and Conditions and the Framework Agreement, thus causing damage to the Bank, the Bank has the right not to renew, temporarily limit or revoke the card, without prior notice.

50.2. The User is obliged to return to the Bank the payment card that the Bank declares invalid, within 5 (five) days after the Bank notifies the User about it.

50.3. The user has the right to cancel the card with a written notification, before starting to use it, but at most 5 (five) days after concluding the Agreement.

50.4. In case of cancellation of the Agreement, the Bank has the right to charge the User for card approval costs.

50.5. Cancellation of the cards by the User entails the maturity of all expenses and at the same time does not exclude the obligations for their settlement.

50.6. The card user is obliged to settle all obligations from the card, by submitting the request for withdrawal of the card.

50.7. By cancelling the basic card, the additional cards are automatically cancelled, and the card users are obliged to return the cards to the Bank in person or by registered mail.

51. Rights of the Bank in relation to a payment card

51.1. The Bank has the right to cancel the card, i.e. to make the full claim due and to activate the instruments for debt collection, as well as to charge the costs that would result from the possible debt collection, for which it will notify the User in writing, for which it will notify the User in writing and call him within 15 days to act on the obligations arising from these General Conditions, in the following cases:

51.1.1. The creditworthiness of the User has greatly deteriorated, according to the Bank's assessment;

51.1.2. The user has outstanding obligations with other creditors on any basis, in an amount that he is unable to pay for a long period of time, that is, he is over indebted;

51.1.3. The User's status has changed from employed to unemployed,

- 51.1.4. It was determined that the submitted administrative ban of the User is invalid;
- 51.1.5. The User provided incorrect data in the concluded Agreement;
- 51.1.6. The User does not timely settle the obligations, on any basis, from these General Terms and Conditions;
- 51.1.7. The User did not report the changes to the addresses of the permanent place of residence from the ID card within 3 working days.

51.2. The card user undertakes to settle all card obligations immediately after receiving the notification from the previous paragraph.

52. Cancellation of Internet Services (internet banking/ mobile application)

52.1. The User can cancel the use of individual or all Internet Services (internet banking/ mobile application) in writing at the Bank's branches, through the Bank's Contact Center or the Internet service (internet banking/ mobile application) and with a notice period of 30 days.

52.2. The user is obliged to settle all financial obligations towards the Bank arising from the use of the agreed services on the Internet (internet banking/ mobile application) before the cancellation of the same.

53. Consequences of termination of the Framework Agreement

53.1. Termination of the Framework Agreement and closure of the payment account is free of charge for the User unless the Framework Agreement is in force for a period shorter than six months.

53.2. If the Framework Agreement is in force for a period of less than six months, the fees for termination of the Framework Agreement and the closing of the payment account shall be in the amount of the actual expenses incurred by the Bank.

53.3. In the event of termination of the Framework Agreement and closing of the payment account in accordance with which the fees for the payment services from the User are calculated or charged on a regular basis, the Bank shall collect the fees in the amount that is proportional to the period until termination of the agreement.

53.4. If the User has paid the fees for the payment services in advance, the Bank shall refund to the User a part of the amount of the paid fees that is proportional to the period from the date of termination of the contract until the last day of the period for which the fee was paid.

53.5. The transfer of funds to the special purpose record account does not terminate the right of ownership over the User's funds, including the subordinates of the right of ownership and other rights arising from the ownership.

54. Rights of the Bank

54.1. The Bank may terminate the Framework Agreement concluded indefinitely with notice at least two months before the day of termination of the Framework Agreement. The Bank is obligated, immediately after the expiration of the term to terminate the contract and close the payment account, and if the payment account has a positive balance to transfer the cash to a special purpose record account and must not calculate and collect any fees for maintenance of the record account.

54.2. The previous article does not apply to inactive payment accounts and blocked payment accounts. Termination of the Framework Agreement in the case of inactive accounts and blocked payment accounts is carried out in accordance with the Law on Payment Services and Payment Systems.

54.3. The Bank has the right to terminate the Framework Agreement at any time without a notice period, with a written notice to the User, if the User violates any provision of the Framework Agreement and if he does not comply with the applicable positive legal and by-law regulations.

54.4. In both of the previously mentioned cases, the user is obliged to fully settle all obligations arising from the Framework Agreement, incurred up to the day of its termination.

54.5. This agreement ceases to produce legal effect on the day of closing the account.

X. PERSONAL DATA, UPDATES, BUSINESS SECRET

55. Processing of personal data

55.1. By concluding the Framework Agreement, the User agrees that the Bank collects and processes his personal data in order to implement the provisions of the Framework Agreement, in accordance with the Law on the Protection of Personal Data, the by-laws and the applicable internal acts of the Bank.

55.2. The user is familiar with and agrees to all rights and obligations in accordance with the Law on the Protection of Personal Data and by-laws, as well as the information from the Privacy Policy and the

Principles and the method of processing personal data in accordance with the Law on the Protection of Personal Data of NLB Banka AD Skopje, published on the website of NLB Banka AD Skopje and confirms that its Authorized Persons for working with a payment account are aware and agree to the same.

- 55.3. In order to prevent, investigate and detect fraud related to payment services, the Bank processes personal data without the consent of the person who is the subject of the procedure.
- 55.4. In the event that the User does not share the respective personal data with the Bank, the Bank will not be able to provide its payment services to the User.
- 55.5. The Bank collects and processes several categories of personal data for the User, as well as for its legal representatives and authorized persons for working with a payment account, in connection with the payment services it provides to the User and undertakes to collect and process only the necessary personal data to fulfill the purposes for which they are collected. The personal data processed by the Bank are:
- 55.5.1. Identity and contact information: first name, last name, date of birth, residential address, unique citizen identification number, telephone number, email address, ID number, travel document number, customer photo, scanned signature, if applicable, etc.;
 - 55.5.2. Data on the balance of the User's account/s: information about outflows and inflows from the account, expenses, taxes, debts, etc.;
 - 55.5.3. Data from the Framework Agreement: data required for the provision of payment services to the User by the Bank;
 - 55.5.4. Data on the User's behavior: how he uses the Bank's services, including those electronically (website and mobile application);
 - 55.5.5. Technical data: devices and technology used by the User including their IP address, smart device data, coordinates, mobile network, etc.;
 - 55.5.6. Communication data: in which way the Bank communicates with the User through official and verbal communication;
 - 55.5.7. Other data regarding the way of using the payment services by the User;
 - 55.5.8. Consent Data: any type of consent or preference given by the User to the Bank (including data on the User's preferences for the method of communication with the Bank).
- 55.6. The Bank keeps personal data for the period during which the business relationship with the User lasts and for ten years from the termination of the business relationship with the User, in accordance with the Law on Prevention of Money Laundering and Financing of Terrorism.
- 55.7. When fulfilling the liabilities of the Framework agreement, the Bank may disclose personal data of the User, his/her legal representatives, to different providers and suppliers of services of the Bank, in a manner and according the regulations of personal data protection, or to processors who provide a sufficient guarantee for the application of appropriate technical and organizational measures in such a way that the processing of personal data on their part will take place in accordance with the requirements of the Law on the Protection of Personal Data and will ensure the protection of the user's rights, his legal representatives, in accordance with the Law on Payment Services and Payment Systems and other relevant regulations. In accordance with this, the User, his/her representative(s) by law, freely and expressly declare their will and accept, i.e. authorize the Bank to:
- 55.7.1. to disclose his/her personal data, including the number of his payment account in the Bank to a third parties, in order performing payments toward third parties via the internet banking system/mobile application of the Bank;
 - 55.7.2. to use his/her personal data for the purposes in accordance with the agreement and may disclose the data to third parties in accordance with applicable laws;
 - 55.7.3. to use his/her personal data and discloses the same to third parties with whom the Bank has entered into an agreement, to inform/ remind them of the need to update their personal data in accordance with the law, and through various communication channels (for example: telephone, email or other mean of distance communication).
- 55.8. For more information regarding the processing of personal data by the Bank, we refer you to the Bank's Privacy Policy, which is published on the Bank's website (<https://nlb.mk/PrivacyPolicy.aspx>) and available in the Bank's branches.

56. Obligation of the User to update the data

- 56.1. The User undertakes all changes in the address and contact data, changes related to the operation with the account, change of the Authorized persons for working with the payment account and all other data that the User submitted during the conclusion of the Framework Agreement and/or

in the Application for identification/update to the Bank to notify the Bank in writing immediately, but no later than 3 (three) days from the day the changes occur.

56.2. In cases where substantial changes have occurred to the User in accordance with the ~~previous~~ paragraph 54.1 of these General Terms and Conditions, the User is obliged to fill out a new application for identification/updating of the client (individual) of the bank, and at the request of the Bank to submit additional necessary documentation in accordance with the Bank's internal procedures and acts. The User is particularly obliged to promptly notify the Bank of any change in his/her residential address (place of residence) or address of residence.

56.3. The parties agree that if there is a change in the contact data that the User submitted during the conclusion of the Framework Agreement and/or in the Application for identification/updating of the Bank, or there is a change in the last contact data that the User submitted to the Bank, and the change is not has notified the Bank within the period provided for in this article, any notification related to these General Terms and Conditions from the Bank to the User will be considered duly delivered.

56.4. If the User is a non-resident, the Bank will block the account if the non-resident does not provide the necessary documentation for updating the data (immediately after the expiration of the validity period of the travel document based on a valid travel document), as well as based on a decision of a court or other competent authority, which are adopted on the basis of law.

56.5. The User or a person authorized by him to operate with his payment account is obliged to proceed upon Bank's notification and for the need to update his/her data or the documentation from the Bank's Identification/Update Application (individual) and submit to the Bank appropriate documentation in accordance with positive legal and by-law regulations and the Bank's internal acts.

56.6. If the User does not update the documentation, according the notification of the Bank and for the needs of such update the account becomes a restricted account through which no payment can be made, until the necessary documentation has been updated.

56.7. The User assumes full responsibility for any financial and other consequences and possible damages that may occur as a result of non-compliance with the obligations to report changes, as well as a result of non-compliance with the obligations for updating the data in accordance with this article, in particular, failure to comply with the obligation to promptly notify the Bank of any change in his/her residential address (residence) or place of residence, and the Bank shall not bear any responsibility.

57. Banking and business secret

57.1. The documents, data and/or information acquired during the performance of the payment services related to the payment accounts and/or the payment transactions in connection with this Agreement constitute a banking or business secret in accordance with the law and the Bank is obliged to keep them confidential and to deal with them in compliance with the provisions of the Law on Banks, the Law on Payment Services and Payment Systems and other laws and regulations that apply to the Bank's operations.

57.2. In order to protect his interests, the User is obliged to protect and keep as strictly confidential all data related to the operation of his payment account in the Bank and the services related to it provided by the Bank.

57.3. The Bank shall not be liable for any damage that may arise to the User as a result of the failure to comply with the User's obligations of secrecy.

57.4. The user or his/her legal representative/s, by concluding the Framework Agreement, freely and explicitly declares his/her will and gives consent to the Bank to use the data considered as a business secret, as well as all documents, data and information acquired during the performance of banking and other financial activities, i.e. which constitute a banking secret and to disclose the same to third parties with whom the Bank has concluded an agreement for the purpose of payment of the Bank's claims, as well as to other third parties in accordance with the applicable laws

57.5. The User, or his/her legal representative(s), by concluding the Framework Agreement freely and expressly, expressly declares his/her will and gives his/her consent to the Bank to authorize a third party to address him/her personally or his/her household members through various communication channels (telephone, post, e-mail or other means of communication at a distance), and for the collection of the Bank's receivables.

XI. LEGAL PROTECTION OF THE USER

58. Legal protection of the User

58.1. If the User considers that the Bank does not comply with the provisions of part three of the Law on Payment Services and Payment Systems (which refer to requests for information on payment

services) or with the provisions of part four of the Law on Payment Services and Payment Systems (which are regarding the rights and obligations in relation to the provision and use of payment services), the User has the right:

- 58.1.1. to submit an objection to the Bank; More information about this procedure is available on the Bank's website. The Bank will respond to the complaint in a manner that is agreed for communication within 15 working days from the date of receipt of the complaint, i.e., with exception, if it cannot do so due to justified reasons beyond its control, at the latest within 35 working days from the date of receipt of the complaint.
 - 58.1.2. after submitting an objection to the Bank or other interested parties, to submit a complaint to the National Bank of the Republic of North Macedonia, as the authority responsible for supervising the Bank, in accordance with the provisions for complaints to the National Bank from the Law on Payment Services and Payment Systems: or
 - 58.1.3. to initiate an out-of-court dispute resolution procedure in accordance with the provisions of Article 131 of the Law on Payment Services and Payment Systems, once those provisions begin to apply.
- 58.2. Submitting a complaint to the National Bank of the Republic of North Macedonia or submitting a request for an out-of-court procedure to resolve disputes and the outcome of such a procedure, does not exclude or limit the right of the User to initiate legal proceedings against the Bank before a competent court.

XII. FINAL PROVISIONS

59. Force Majeure

- 59.1. The Bank shall not be liable in case of interruption of the services related to the performance of the payment operations and for the consequences of the interruption, which is out of the control of the Bank, i.e. which is a consequence of force majeure and circumstances that could not have been foreseen, prevented, removed or avoided.
- 59.2. The Bank will not be liable due to the inability to perform the tasks from these General Terms and Conditions in cases where objective obstacles to the performance of those tasks have occurred, and all cases and actions that make communication between the Bank and the User difficult or impossible are considered as such, especially cases and activities that make it difficult or impossible to carry out payment transactions, caused by force majeure, war, riots, terrorist acts, strikes, interruption of communication links, cessation of operation of payment systems, including SWIFT, as well as all other cases and circumstances that cannot to be attributed to the fault of the Bank. The Bank also reserves the right to possible interruptions in operations caused by technical reasons without special announcement.

60. Valid law and resolution of disputes

- 60.1. The laws of the Republic of North Macedonia apply exclusively to these General Terms and Conditions and the Framework Agreement.
- 60.2. The parties agree that the local competent court in the Republic of North Macedonia will have exclusive jurisdiction to resolve a dispute between the parties that is related to or arises from these General Terms and Conditions and the Framework Agreement

61. Samples and reference language

- 61.1. These General Terms and Conditions have been prepared in Macedonian and English. In case of discrepancy between the two versions of this Agreement, the Macedonian language version shall be valid.

62. Entry into force

- 62.1. These General Terms and Conditions, shall enter into force and apply from 01.03.2026.
- 62.2. On the day of entry into force of these General Terms, the application of the existing general conditions of the Bank that apply to the services that are subject to these General Terms shall cease.
- 62.3. The contractual relations related to the provision of payment services concluded before the application of the Law on Payment Services and Payment Systems will remain in force after its application and will be implemented according to the provisions of these General conditions as an integral part of Framework Agreement and the Law on Payment Services and Payment Systems.
- 62.4. The provisions of the Law on Payment Services and Payment Systems that regulate the content of framework agreements, as of the date of commencement of the application of the same law, are an integral part of the framework agreements for the provision of payment services concluded before the commencement of the application of the Law on Payment Services and Payment Systems, in such a way that the provisions of the Law on Payment Services and Payment

Systems and these General Terms and Conditions, as an integral part of the Framework Agreement, supplement and/or replace the contractual provisions that are not in accordance with it.