

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

Table of contents:

I.	INTRODUCTORY PROVISIONS	2
II.	PAYMENT ACCOUNT	7
III.	PAYMENT ORDERS	10
IV.	PAYMENT CARDS	18
V.	INTERNET BANKING /MOBILE APPLICATION	21
VI.	FEES, INTEREST RATES AND EXCHANGE RATES	22
VII.	COMMUNICATION BETWEEN THE CONTRACTING PARTIES	25
VIII.	PROTECTIVE AND CORRECTIVE MEASURES	28
IX.	VALIDITY, AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT	35
X.	PERSONAL DATA, UPDATES, BUSINESS SECRET	42
XI.	LEGAL PROTECTION OF THE USER	45
XII.	FINAL PROVISIONS	45

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I. INTRODUCTORY PROVISIONS

1. Subject

- 1.1 These General Terms for opening and maintaining a payment account and performing other payment services for individuals ("**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.internet banking/mobile application services related to the payment account.
- 1.2 The Bank offers the services from article 1.1. above in a package. The User 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 also offer other packages that include additional services and/or products, at a price in accordance with 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 the international 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 and TARGET2. 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 individuals concluded between the Bank and the User, and together with that agreement and with: (1) Request from the User to the Bank for the use of a suitable payment service submitted on the Bank's internal forms, which 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 Application for the use of - Internet banking / Mobile application for individuals; (2) the valid Decision on the Fee Tariff for the services provided by NLB Banka AD Skopje in the part that refers to the Payment Services of the Bank for individuals; (3) the valid Decision on the policy of interest rates of NLB Banka AD Skopje, in the part that refers to Payment Services of the Bank of individuals; (4) the valid Term Plan for the execution of foreign payment transactions of NLB Banka AD Skopje; (5) the valid Term Plan for performing payment transactions in the country of NLB Banka AD Skopje and (6) Glossary of the most representative services of NLB Banka AD Skopje, constitute the Framework Agreement for payment services between the Bank and the User ("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:

- **"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;
- **"Payment Services User"** or **"User"** is a individual (resident or non-resident) with which the Bank will conclude the Agreement for opening and maintaining a payment account and performing other payment services for individuals due to obtaining of Payment Services of the Bank;
- **"Consumer"** is a individual who enters into an agreement for payment services with the Bank for the purpose of achieving goals that are not related to the performance of his activity or profession;
- **"Payment services of the Bank"** are the services from Article 1.1. or 1.2 of these General Terms and Conditions
- **"Agreement for opening and maintaining a payment account and performing other payment services for individuals"** is the agreement based on which the Bank provides the Payment Services of the Bank to the User.
- **"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 individuals, on the basis of which the Bank provides the User with the Payment Services from the Bank. The provisions of the other documents listed in Article 1.4 of these General Terms and Conditions also apply to this contractual relationship.
- **"Authorized person for working with a payment account"** is a person that the User will authorize in writing to dispose of the funds on the User's payment account with the Bank;
- **"Representative"** is a legal representative or guardian who, within the framework of the legal authority or the authority granted by a decision of a competent authority, represents the User who has limited business capacity or is business incompetent;
- **"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.
- **"Payment Account"**¹ means the account maintained by the Bank in the name of the User and used for

¹Until the establishment of a new ERS on 20.12.2023 the term transaction account will be applied

making payment transactions in denars;

- **"Maintenance of a payment account"** is a service of the Bank for keeping 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 making payment transactions;
- An **"inactive account"** is: 1) a payment account of a consumer with the Bank on which no outgoing payment transactions authorized by the consumer or incoming payment transactions, with the exception of the calculation and payment/collection of interest, and/or any other payment transactions have been carried out continuously for a period of at least 24 months which were carried out for the benefit of the Bank or in connection with which the Bank had no 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 connection with which the Bank did not have documented written, electronic and/or recorded telephone communication with the consumer or the persons authorized to operate the account or his legal representative, in a continuous period of at least ten years;
- **"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;
- **"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;
- **"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;
- **"Recipient"** means a physical or legal entity for whom the funds that are the subject of the payment transaction are intended;
- **"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;
- **"Receipt of a payment order"** is the submission, i.e. handing over of a payment order to the Bank in an agreed manner;
- **"Transfer of a payment account or portability service"** is the implementation of a transfer at the request of the User, from one payment service provider to another: information on all or specific standing orders for credit transfers, recurring direct debits and recurring inflow credit transfers that are executed in favor of or at the expense of the payment account and/or the positive balance of own funds from one payment account to another payment account, with or without closing the payment account from which the transfer

is made;

- **"Authorization"** is a procedure that checks whether the User or the Bank has the right to perform certain actions;
- **"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;
- **"Currency Date"** means the date by which the Bank secures payment order coverage from the ordering party on the account of the provider of payment service of the recipient or intermediary provider of payment service;
- **"Execution of a payment order"** is a reduction of the coverage of the payer's payment account and also an increase of the coverage of the recipient's payment account if the recipient's account is with the same bank. If the recipient has an account with another bank, it is considered that the Bank made the payment order when it reduced the coverage of the account of the User who is the payer and sent the transfer order and provided coverage for inflow to the recipient's account with another payment service provider;
- **"The Bank's Tariff"** means the applicable Decision on the Tariff of Fees for Services Provided by NLB Banka AD Skopje in the part relating to Payment Services by the Bank for Individuals;
- **"Payment Transaction Termination Plan"** means the applicable Payment Transaction Termination Plan with overseas operations of NLB Banka AD Skopje and the applicable Payment Transaction Termination Plan in the country of NLB Banka AD Skopje;
- **"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 providing Services on the internet banking /mobile application, Saturday can also be considered as a working day;
- **"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;
- **"Permanent order"** is an instruction given by the payer to the payment service provider that maintains the payment account, to make credit transfers at regular time intervals or on predetermined dates;

- **"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;
- **"Payment initiation service"** is a service for initiating a payment order at the User's request from his payment account maintained by another payment service provider;
- **"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;
- **"Paid 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 pre-paid payment cards that do not exceed an amount of 10,000 denars or the 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;
- **"Issuance of payment instruments"** is a payment service of the Bank based on an agreement with the payer for the provision of a payment instrument for initiating and processing payment transactions made by the payer;
- **"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 payment transaction based on a card, where the amount of the transaction, in part or in full, is debited from the payer, on a pre-agreed date of the month, based on a special agreement on available credit concluded between the payment service provider and the user of payment services who determines whether, at what rate and in what way interest will be calculated and charged for the borrowed amount;
- **"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;
- **"Internet banking /mobile application services"** are payment services in the payment circulation in the country and abroad that the Bank provides to the User on the basis of a concluded agreement, and through the System for internet banking/ mobile application applicationSystem for internet banking/ mobile application

- **"System for internet banking / mobile application.."** is a system for the electronic exchange of information between the Bank and the User through the Bank's website for the Internet banking or through an application that is installed on the User's mobile phone ;
- **"Electronic message"** means a sequence of data that is electronically generated, sent, received, or stored on electronic, optical, or other similar media;
- **"Username"** is a combination of characters that is assigned to the User by the Bank and that uniquely identifies it within the System for internet banking/ mobile application.
- **"Recipient of electronic messages"** means a person who has received the electronic message, or the message has been received on their behalf, in that the intermediary of the electronic message is not considered to be the recipient of the electronic message;
- **"Sender of electronic messages"** is a person who only sent the electronic message, or the message was sent on their behalf, in that the intermediary of the electronic message is not considered to be the sender of the electronic message;
- **"NLB mKlik"** is an application that is installed on a mobile phone, through which the User has the opportunity to view the products used in the Bank, and depending on the privilege, can also make payments;
- **"NLB mToken"** is an option integrated into the NLB mKlik mobile application through which the user authorizes his access, execution of payments and other non-payment operations, and authorization through the Internet banking platform is required
- **"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;
- **"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.
- **"Tacit debt balance"** is a tacit acceptance of overdraft on the current balance of the payment account of the User, 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;
- **"Durable medium"** is any instrument that enables the payment service user to store information addressed personally to him in a way that makes it accessible to him for a certain period of time appropriate to the purposes of their use and that allows the unchanged reproduction of the stored information.

II. PAYMENT ACCOUNT

3. Type of payment account

- 3.1 Under the terms of the Framework Agreement, the Bank opens for the User a multi-currency payment account in denars and a currency other than denars, on which denar and foreign currency funds will be kept (recorded) (funds in a currency other than denars and through which: collections and payments with non-residents and residents; transfer of funds from/to foreign currency/denar deposit, from/to other payment accounts; payments and payments in effective foreign and domestic money, in accordance with

the Law on foreign exchange operations, the Law on payment services and payment systems and other positive legal and by-law regulations; and other legally permitted and prescribed payment transactions.

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 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 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, on an internal form of the Bank;
 - 5.1.2. to submit the necessary documentation that enables the identification of the User, the legal representative and the persons authorized by them to operate the payment account, taking into account the applicable legal and by-law regulations;
 - 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, including for the purposes of the provisions of the Law on Prevention of Money Laundering and Terrorism Financing and for the purposes of determining the 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 will open for the User a multi-currency payment account in denars or in a currency other than denars if the User submits the complete documentation, if the Bank receives all the information for

opening the payment account and, if necessary, an analysis performed by the Bank in accordance with the regulations that apply to the operation of the Bank.

- 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 account of a individual – resident

- 6.1 The Bank opens the account of a resident individual on the basis of a request for opening an account submitted by a individual who has the status of a resident, that is, the legal representative of the resident or another person authorized by the resident or the legal representative.
- 6.2 Before opening an account, the Bank obligatorily determines the identity of the individual - the resident, his legal representative or the persons authorized by them as Authorized Persons for working with a payment account, based on valid documentation for their personal identification.
- 6.3 The Bank determines the identity of the resident - the individual, on the basis of a valid identity card or travel document from which the permanent place of residence in the Republic of North Macedonia is determined, i.e. it identifies foreign individuals who have the treatment of a resident and temporarily reside in the Republic of North Macedonia , on the basis of a valid foreigner's residence visa or a residence visa, i.e. a 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 legal representative and the authorized persons for working with the resident's payment account are identified on the basis of:
- 6.4.1. a valid document as proof that the person is the legal representative of the resident and a document for personal identification of the legal representative;
- 6.4.2. a written authorization for Authorized persons to work with a payment account signed by the resident-individual or by his legal representative confirmed by an authorized person (notary) if the Authorized person to work with a payment account appears in the Bank in the absence of the User, i.e. the legal representative and a document for personal identification of authorized persons for working with a payment account.

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

- 7.1 The Bank opens the account of a non-resident individual based on a request for opening an account submitted by a individual who has the status of a non-resident, that is, the non-resident's legal representative or another person authorized by the non-resident or the legal representative.
- 7.2 Before opening an account, the Bank must determine the identity of the non-resident physical person, his legal representative or the persons authorized by them as Authorized Persons for working with a payment account, based on valid documentation for their personal identification, namely:
- 7.2.1. for the 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 signatory country of the Schengen Agreement or a country with which the Republic of North Macedonia has concluded a bilateral agreement for cross-border travel of citizens of both countries, from which the permanent place of residence abroad is determined. If the

permanent place of residence abroad is not indicated in the document, the Bank provides this information through reliable and independent sources or through a signed statement by the non-resident physical person in which the permanent place of residence abroad is indicated. The written statement is not accepted by 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 to work 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 to work with a payment account appears in the Bank in the absence of the User or his legal representative).

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

8. Authorized persons to handle the payment account

8.1 The User has the right expressly and in writing to authorize third parties to dispose of the funds on the payment account as Authorized Persons for working 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 business capacity or is not able to do business, 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 and may not refer to the closing of the account.

8.4 The person authorized to work with a payment account cannot submit a request for an authorized overdraft of the account balance or a request for issuing 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 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 will receive and execute the payment orders according to the instructions received from the User, from the payment account that is 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 cover in denars. Account coverage means 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 the approval of permitted overdraft on a payment account that he will conclude with the User, reduced by the payments during the day until the

moment of determining the coverage.

- 9.3 The Bank is obligated to notify the User of incorrectly or incompletely completed payment orders that will not be executed.
- 9.4 The User and the User's authorized person undertake to keep the payment instruments and payment orders. The possible material consequences that may arise due to their loss shall be borne by the User.
- 9.5 When, according to 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.
- 9.6 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.
- 9.7 The User submits orders in electronic form and uses other electronic services through the Bank's Internet Banking System / mobile application and in accordance with the conditions set for that purpose.
- 9.8 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 Bank's available solutions.
- 9.9 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.

10. Form and content of payment orders

- 10.1 The payment order, including the permanent payment order, should have the content prescribed by the regulations in the field of payment operations in the country and abroad, as well as the content provided in the internal forms of the Bank.
- 10.2 The payment order can be submitted in paper form at the counters in the Bank's branches, in electronic form through the Internet channels (internet banking / mobile application) of the Bank or on another permanent medium in accordance with the positive regulations within the Term Plans for execution of payment transactions.
- 10.3 The User is obligated to submit the payment orders (payment instruments) on time, neatly, legibly and accurately completed in accordance with the applicable valid 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.

- 10.4 The Bank undertakes to notify the User of untimely delivered, incorrectly or incompletely filled payment orders (payment instruments) that will not be executed.
- 10.5 The Bank accepts the payment order if the following conditions are met:
- 10.5.1. if the payment order is filled out correctly, contains all the information and data required and required according to the positive legal and by-law regulations and if it is signed by the User or authorized persons by him
- 10.5.2. if all the necessary documents prescribed and determined by the valid laws and bylaws are attached to the payment order, in accordance with the internal acts of the Bank;
- 10.5.3. if coverage is provided at the expense of the User with the Bank for payment of the payment order and for payment of the fees and expenses of the Bank;
- 10.5.4. if the payment order, as well as the payment itself, is in accordance with the applicable domestic and international laws and regulations.
- 10.6 If the Bank maintains the User's account in denars and in a currency other than denars, in the event that there are not enough funds in the account for the execution of an order in a currency other than denars, on which the order is written, after obtaining consent from the User, the Bank performs a conversion from other available currencies at the User's order (using the Bank's exchange rate valid on the day of the transaction). The User should give instructions, i.e. a conversion order, in which case if the User does not give instructions, the Bank reserves the right to carry out the conversion itself. As an exception, the Bank carries out such conversion without the User's consent in cases of execution of forced collection orders, as well as when operating with payment cards
- 10.7 Transaction day means the date that the User has explicitly stated as the date when the respective transaction is requested to be carried out. It may be the same or greater than the date of submission if the Bank has agreed to receive orders with future dates or if the nature of the transaction is such that it cannot be carried out in one day. if the User does not give instructions, the Bank reserves the right to perform the conversion itself.
- 10.8 Wrongfully booked indebtedness or approval of the account, without the approval of the User, which is a consequence of a mistake of the Bank or its external associates, the Bank may remove it with counter bookkeeping, so that the status of the account is unchanged. The Bank informs the User about it according to available communication channels. If the User already had the funds that were mistakenly approved on his account and it is considered that the User's account is therefore in an unauthorized overdraft status, the procedures for collecting unauthorized overdrafts shall apply.
- 10.9 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. The Bank rejects the payment orders that do not meet the conditions for receiving and acting on them and returns them to the User on the next working day at the latest and informs the User about the same in writing, electronically or with another communication channel.
- 10.10 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.

10.11 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.

11. Allowed overdraft

11.1 The account of the User who is a resident can go into a debt balance up to an amount determined by the Agreement for the approval of a permitted overdraft on a payment account. The User's account can also go into a **tacit debt balance** above the current balance of the payment account of the User of payment services, whereby the Bank makes available to the User of payment services funds in an amount that exceeds the current balance of own funds on the payment account or if an allowed overdraft has been agreed upon, it also exceeds the amount of the allowed overdraft.

11.2 On the payment account in Denars, payments can be made within the limits of the allowed overdraft, in accordance with the Agreement on allowed overdraft that will be concluded with the User.

11.3 The Bank collects the calculated and unpaid interest on the used funds from the permitted overdraft (limit) from the funds of the User's account in the Bank (positive balance, inflow, payment), and if it cannot be collected in the established manner, the Bank debits the account of the User in the Bank and reduction of the available balance of the allowed overdraft (limit) on a payment account by the amount of calculated interest.

11.4 The Bank has the right to reduce the approved account overdraft, block it in the following cases:

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

11.4.2. Then 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, i.e. he is over- indebted

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

11.4.4. It was determined that the submitted administrative ban of the User is invalid;

11.4.5. The User provided incorrect data in the concluded Agreement;

11.4.6. The User does not timely settle the obligations, on any basis, from these General Terms and Conditions;

11.4.7. The User did not report the changes to the addresses of the permanent place of residence from the ID card within 3 working days.

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.

12.2 A payment transaction is only considered to be authorized if the User has given consent to the execution of a payment transaction in a manner determined in accordance with the Framework Agreement.

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 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 balance on the payment account and previously performed verification of the User's identity;

12.3.2 using a payment card: by inserting the card in an ATM or by touching the card to the ATM's contactless reader and entering the PIN-code; by inserting the card in the POS terminal and entering the PIN code, or by signing the receipt at the POS terminal that does not have a PIN module; by touching the card to the contactless reader of the POS terminal and with or without entering the PIN code in the case of contactless payments, but for amounts defined by law or the rules of international card payment schemes; for payments via the Internet (e-commerce payments) or other remote payments by entering, i.e. providing the card number and expiration date, as well as the CVV/CVC code and one-time code for online payments (OTP code), if requested by the point of sale, as well as by applying other factors for enhanced authentication in accordance with applicable regulations; for payments with payment cards inserted into a digital wallet, by making the payment according to the technical instructions for using the digital wallet application; for transactions where the point of sale itself provides for implementation without PIN code, OTP code or CVV/CVC code or other additional authentication, by simply using the card.

12.3.3 through the Bank's Internet banking/mobile application services, (NLB klik, NLB mKlik): 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. inserting biometrical data and other elements for authentication/identification elements that the Bank supports, in the Internet banking/Mobile Application Services application,

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 screen without entering the card PIN code

12.4. If the User 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 discounted 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 enables the User to view and change and limit the previously defined by the Bank daily / periodic / monthly limits of payment transaction amounts that are executed through a payment instrument, by using the Services on the Internet / mobile application in the packages with the possibility of payment or with submitting a request in the Bank's branches.

12.6. The Bank agrees that access to the NLB Klik, NLB mKlik applications:

12.6.1. It is/are related to the User in an exclusive and unique way;

12.6.2. It contains sufficient information for the identification and authentication of the User and the User can be reliably determined from it;

12.6.3. It contains sufficient information for authorization of payments/application for services/signing of documentation made by the User using the services of the Internet banking/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 Plan 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 instrument may have the same day execution currency or currency on a future business day (up to 7 days at the most). The payment instrument, which has the currency of execution on the day it is delivered, is executed on the same day it is delivered in accordance with the Terminal plans for execution of payment transactions of the Bank, and if it is delivered after the end of the Terminal plans for execution of payment transactions scheduled for receiving orders, it will be executed on the next working day, if for its execution has cover on a payment account and no solution has been received for forced collection for execution. Otherwise, the Bank shall return the payment instrument 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 can make payments for the benefit of account holders at other commercial banks (payments that according to positive regulations are not considered large payments, i.e. payments up to 1,000,000 denars) through the settlement system of the Interbank Clearing System (KIBS), where payments are considered final after the settlement of payments between the banks and through the Macedonian Interbank Payment System (MIPS) (for payments which, according to the positive regulations, are considered large payments, i.e. payments of and over 1,000,000 denars and payments

which are urgent) and the same are executed immediately, that is, the customer can immediately dispose of the funds from the payment made. The choice for the method of making the payment is made by the User by appointment in the payment instrument (payment order) itself. If the User does not appoint the method of execution of the payment instrument (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. If the Bank refuses to execute the payment order or initiate the payment transaction, the Bank is obligated to notify the User of the refusal, of the reasons for refusal and of the procedure for correcting the errors that led to the refusal of the payment order, unless the provision of the information is prohibited by law.
- 14.2. The Bank will give or make available this notice to the User within the deadlines prescribed by the Law on Payment Services and Payment Systems 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 issued.
- 14.3. The Bank reserves the right to calculate and charge a fee of a reasonable amount for the deduction of the payment order if there are objectively justified reasons for the same.
- 14.4. 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 payment account of the User are met, the Bank is obligated 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 was initiated by or through the payee, except in the case where the execution of the payment order is prohibited by law.
- 14.5. A payment order whose execution has been 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 cases according to the provisions on the irrevocability of the payment order from the Law on Payment Services and Payment Systems.
- 15.2. The Bank reserves the right to calculate and charge a fee for revocation of the payment order in accordance with the valid 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 does 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 previous article, the Bank may collect fees for its services from the transferred amount of the payment transaction before approving the funds of the User 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 recipient and fees other than those referred to in the previous paragraph of this Article 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

18. Date of currency and availability of monetary funds

18.1. The currency date of approval of the payment account of the User as a recipient must not be later than the business day on which the amount of the payment transaction is approved on the account of the payment service provider of the recipient.

18.2. The Bank, as the provider of payment services to the User as recipient, is obligated 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 the 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 Article 18.1, 18.2 and 18.3, and 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. Authorization for the Bank

19.1. By concluding this Agreement, the User expressly and irrevocably authorizes the Bank and consents to the settlement of all agreed, due and unpaid obligations to the Bank on the basis of the Framework Agreement, on the basis of all other Agreements that the User has concluded or will enter into in the future with the Bank as well as on other grounds, to use all existing funds or future inflows from this account.

19.2. The User is obligated to provide account coverage upon maturity of the liabilities to the Bank.

19.3. If the account goes into an unauthorized debt balance, the User is obligated to settle it immediately with regular or extraordinary payment.

19.4. By signing 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 take all necessary actions necessary for

the execution of the transactions.

19.5. By signing the Framework Agreement, the User authorizes the Bank and gives consent to dispose of the funds on the User's account in the following cases:

19.5.1. For the purpose of payment on the basis of court decisions, orders for enforcement by a competent executor in accordance with the Law on Enforcement, decisions for enforced collection of other competent authorities or in other cases provided for by mandatory regulations from all available funds submitted for collection in accordance with valid regulations;

19.5.2. In order to block the account (in case of security, interim measures, etc.) on the basis of a decision of a court or other competent authority, and in accordance with the mandatory and applicable regulations;

19.5.3. Based on special agreements, contractual authorizations, written authorization from the User and in other cases provided by the laws and other regulations;

19.5.4. Based on an error request for correction a wrong or higher amount approved from the payment account.

IV. PAYMENT CARDS

20. General rules for payment cards

20.1. The Bank issues to the Beneficiaries debit, credit and other types of payment cards from the Visa and MasterCard brands, cards from other card payment schemes with which the Bank would conclude an agreement, as well as co-branded cards.

20.2. The User is obligated, before concluding the Framework Agreement, to familiarize itself with the features, including functionality, security features and costs related to the payment card issued by the Bank.

20.3. Any unauthorized and illegal use of payment cards is punishable according to positive legal regulations.

20.4. The Bank applies the rules of operation of the international card payment scheme according to which the payment card was issued, and the User is obliged to comply with them. In case of a change in the rules of operation of the international card payment scheme, the User agrees that the Bank will apply the changes from the day of their entry into force.

21. Issuance of debit payment card

21.1. 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 the Framework Agreement which the User will conclude it with the Bank.

21.2. As an exception, if at the time of concluding the Framework Agreement, the User is a minor, he gets the right to use only the payment account, and at the age of 16, the right to use a debit card.

21.3. The User's bank issues a basic card to the User and additional cards to persons authorized by the User to use cards linked to his account. The User of the basic card is also responsible for the transfer and consistent observance of the provisions of these General Terms and Conditions by the person/persons for whom he requested the issuance of additional cards. The Bank decides on the

approval and issuance of the card/s, without obligation to explain the decision. A basic card is issued to an adult with a permanent residence or with a regulated stay in the country.

- 21.4.** The card is issued on the basis of a completed and signed request for obtaining and using the card together with a photocopy of an identity card or passport, if the previous is not delivered.

22. Debit Payment Card Usage

- 22.1. The card is owned by the Bank during the entire time of its use.
- 22.2. The card is non-transferable and may be used only by the person whose data is printed on it. The card is linked to the User's payment account.
- 22.3. The User undertakes that when disposing of the funds on the payment account, he will not exceed the available funds, and if he exceeds them, he undertakes to pay them immediately. By available funds is meant the deposited funds in denars increased by the allowed overdraft of the account if such has been agreed between the Bank and the User.
- 22.4. 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.
- 22.5. For insight into the balance of the payment account, the User collects a statement at any of the Bank's counters (cash registers) or by viewing through internet banking/ mobile application
- 22.6. The card is internationally valid and can be used as physical as well as digitized form in digital wallets enabled by the Bank for non-cash transactions, cash withdrawals from ATMs and bank counters if applicable and wherever the card's brand insignia is displayed.
- 22.7. The Bank bears no responsibility if the card is not accepted during use for any reason, but in that case the Bank requires appropriate notification.
- 22.8. When using it in non-cash transactions or withdrawing cash from the Bank, if applicable, the Debit Card User receives confirmation of the transaction (slip), which must be checked, compulsory. As an exception, the confirmation of the executed transaction (slip) is not given in cases according to the rules of the international card payment scheme under which the card was issued.
- 22.9. All perceived irregularities on the confirmation of the completed transaction, the User disputes immediately at the point of sale during the purchase, i.e. the use of the service.
- 22.10. After accepting the confirmation of the completed transaction, the User is obligated to ask for one copy for himself, which serves to control the amount of expenses, because with the statement he will collect, at his request from the Bank, no copies of the confirmations will be attached.
- 22.11. At the request of an authorized representative of the Bank at the Bank's branch office, the User is obligated to provide a personal identification document for inspection.
- 22.12. For confirmation of the User when withdrawing cash from ATMs and non-cash transactions at POS terminals, a personal identification number-PIN code is used. Contactless transactions are carried out with the use of a PIN code, and if the terminal allows, the transactions can be carried out up to a certain amount or in full, to be performed without the use of a PIN code. In internet transactions, according to the applicable rules of international card schemes, confirmation can be done with or without the use of OTP

code, CVV/CVC code or other means of identification.

- 22.13. The user undertakes to keep the PIN code separate from the card and not to communicate it to other persons in order to avoid misuse of the card.

23. Issuance of credit and payment card

- 23.1. Based on the Credit Card Application completed by the Credit Card User, the Bank issues a basic card to the Credit Card User and additional/additional cards linked to the basic card account to persons that the Credit Card User will specify in the Credit Card Application.
- 23.2. The Bank issues a basic card to the Credit Card User and through an accepted offer for issuing a credit card from the Credit Card User through the Bank's branches and Contact Center or through self-service channels (ATM, NLB Klik, mKlik, and others).
- 23.3. A basic card is issued to an adult with a permanent place of residence or regulated residence in the country.
- 23.4. The User of the basic credit card who concludes a special agreement with the Bank is responsible for consistent compliance with the provisions of that agreement.

24. Use of a credit payment card

- 24.1. The card is owned by the Bank during the entire time of its use.
- 24.2. The credit card is non-transferable and may only be used by the person/persons whose data is printed on it.
- 24.3. The Bank opens a separate account / party for the purposes of credit card operations.
- 24.4. The credit card is internationally valid and can be used physically as well as digitized in digital wallets enabled by the bank for non-cash transactions, for withdrawing cash from ATMs and bank counters, if applicable, and for contactless payment at POS terminals that are equipped for this type of payment.
- 24.5. The Bank bears no responsibility if, when using the credit card, it is not accepted for any reason.
- 24.6. When using in non-cash transactions or withdrawing cash from the Bank, if applicable, the User of the credit card receives confirmation of the completed transaction (slip). An exception for receiving confirmation of the completed transaction exists in certain cases according to the rules of the card payment scheme (that is, printing a slip is not mandatory).
- 24.7. All perceived defects on the confirmation of the completed transaction, the User of the credit card disputes immediately at the point of sale during the purchase, i.e. using the service.
- 24.8. At the request of the person from the point of sale, the User of the credit card is obliged to submit a personal identification document for inspection.
- 24.9. In order to avoid misuse of the card by unauthorized persons, it is recommended that the User of the credit card keep the PIN code separate from the card and not disclose it to third parties.
- 24.10. Any unauthorized and illegal use of the cards is punishable according to positive legal regulations.
- 24.11. The bank applies the international rules of operation of a card payment scheme, and the credit card User is obliged to comply with them. In case of a change in the international rules of operation of a card payment scheme, the User of the credit card agrees that the Bank will apply the changes from the day of

their entry into force.

V. INTERNET BANKING/MOBILE APPLICATION

25. Internet banking /Mobile Application Services

- 25.1. In order to be able to use Internet banking/ mobile application Services, the User must have opened a payment account with the Bank, have equipment and software that meet the minimum technical requirements prescribed by the Bank, as well as regularly settle their obligations to the Bank.
- 25.2. The Bank provides him with the Internet banking/mobile application Services specified in the Framework Agreement.
- 25.3. By filling in and signing a request for the use of Internet banking/ mobile application Services, which is an integral part of the Framework Agreement, the User selects one or more services on the Internet banking/mobile application and specifies the privileges he wishes to use in the System for internet banking/ mobile application, with that he can choose between a review privilege or a review and payment privilege.
- 25.4. 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 not more than 7 (seven) working days of the receipt of the request, of the approval of the request to use the Services on the web/mobile application.

26. System for internet banking / mobile application

- 26.1. 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 System for internet banking/ mobile application that will serve as an electronic channel, as well as the relevant software for using the System for internet banking/ mobile application.
- 26.2. 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 provide access to NLB Klik.
- 26.3. Depending on the User's request, he is offered the opportunity to use the mobile application - NLB mKlik - which he can install on the User's mobile phone, and the User further logs in with a password created by him.
- 26.4. By assigning the Username and enabling access to NLB Klik and/or NLB mKlik, the Bank enables the User to use the Services on the internet banking/mobile application, and the User assumes responsibility for maintaining their confidentiality.
- 26.5. If the User suspects or learns that his password is known by another unauthorized person, or the password has been compromised in another way, he is obliged to immediately replace the password with a new one. The same can be done on the web application itself NLB Klik.
- 26.6. The Bank may, upon written request, assign the User a new username for NLB Klik at the User's expense, in an amount determined in accordance with the applicable Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje.

27. Use of the Services of internet banking / mobile application

- 27.1. The User agrees that after receiving the internet banking/ mobile application Service in accordance

with these General Terms and Conditions, for the Bank to stop sending all information and notices the User can download from the Bank in electronic form, via mail as soon as the User has been provided with the internet banking/ mobile application service in accordance with these General Terms and Conditions. In addition to NLB mKlik and NLB Klik, the Bank can also use other digital channels such as e-mail, SMS, Viber, telephone communication, etc., to communicate with the User.

- 27.2. 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 determined in the Framework Agreement, as well as the user instructions within the internet banking/ mobile application applications.
- 27.3. The user will be able to use the internet banking/mobile application services on the first working day after submitting the necessary documentation, downloading all the necessary data and security devices and performing the necessary equipment installations that are necessary to use that service.
- 27.4. For every 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 transactions in electronic form (scanned documents) through the internet banking/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 order is rejected in the Payment Transaction system, due to the User's error, nor is it responsible for the execution of incompletely and incorrectly completed orders. Given the automatic execution of authorized orders, the User bears full responsibility in relation to electronically signed orders.
- 27.5. The Bank reserves the right to change the scope and content of individual services on the Internet banking/mobile application, for which it will notify the User in one of the following ways at the Bank's discretion: by publishing information on the account statement, written notification, SMS / Viber message, e-mail message, electronic message, using the internet banking/mobile application services, announcement on the Bank's official website or with another communication medium.
- 27.6. 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.

VI. FEES, INTEREST RATES AND EXCHANGE RATES

28. Calculating fees

- 28.1. 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 the manner in accordance with the applicable Decision on the Fee Tariff for the services that carried out by NLB Banka AD Skopje.
- 28.2. Fees, charges and commissions charged by the Bank include, without limitation: fees for maintaining a payment account, fees for cash payments and payments, fees for non-cash transactions in payment transactions, fees for SMS notification, fees for standing orders, fees for using mobile / internet services

(internet banking / mobile application) , approval fees on permitted overdraft on a payment account, commissions for nostro and loro remittances, for swift, costs, for interventions, documentary work (letters of credit guarantees and collection), for payment and payment of effective foreign money, for checks, letters of credit and other securities, preparation of credit reports for concluded credit matters, commissions for execution of decisions on compulsory collection and promissory note, commissions for blocking and unblocking of an account, commissions for interest calculations/lists following decisions on compulsory collection, partial execution of decisions on compulsory collection, commissions for warnings for due and unpaid claims, commissions for membership fees, checks, payments, disbursements, as well as additional requests for operational operations with debit and credit cards, as well as commissions for other services in the field of payments with the country and abroad, treasury and card operations, provided for in the Decision on the Fee Tariff for the services provided by NLB Banka AD Skopje

28.3. 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.

28.4. With these General Terms and Conditions, the User authorizes the Bank and gives consent to directly debit the account in connection with fees for performing banking services, commissions, all costs related to payment transactions in the country and abroad, debit card and electronic or mobile banking and all claims that may arise in connection with the operation of the payment account and charge them in accordance with the provisions for giving consent of these General Terms and Conditions. The User is obliged to provide coverage of the account upon the maturity of any obligation based on a service that the User uses from the Bank.

29. Exchange Rates

29.1. When making foreign exchange payments from the User's payment account, the Bank applies an applicable exchange list of the Bank and informs the User about a specific rate in advance or arranges a special course for individual cooperation.

29.2. 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.

29.3. 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.

29.4. For the calculation of the amount of fees and costs from a currency other than Denars to Denars, the average exchange rate of the National Bank of the Republic of North Macedonia, valid on the day of the calculation, is used.

- 29.5. If a currency other than denars is used to pay the fees and expenses, it is redeemed according to the purchase rate from the exchange rate list of the Bank on the day of settlement of the obligations.
- 29.6. The User authorizes the Bank to complete and sign the conclusion for the purchase of foreign currency.
- 29.7. 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.
- 29.8. 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.
- 29.9. 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.

30. Calculation of interest

- 30.1. The Bank calculates and approves interest at interest rates in accordance with the applicable Decision on the Interest Rate Policy of NLB Bank AD Skopje.
- 30.2. The Bank calculates and charges a variable interest rate, calculated as a sum of the interest rate of the basic instrument from the open market operations of the National Bank of the Republic of North Macedonia (interest rate on treasury bills), on the allowed overdraft (limit) of a payment account and credit cards. which is valid on the last day of the half-year preceding the current half-year and a fixed addition of percentage points on an annual basis according to the Bank's decision. The adjustment of the interest rate 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, which is valid on 30.06 and 31.12. When forming and calculating the interest rate for the period from the date of the conclusion of the agreement to the date of the first adjustment of the interest rate, the interest rate of 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 the interest rate of treasury bills which is valid on 31.12. if the date of conclusion of the contract is in the period from 01.01 to 06.30. In case the interest rate is higher than the legal penalty interest, the Bank will calculate and charge an interest rate equal to the legal penalty interest.
- 30.3. On the funds that the User uses over the established amount of allowed overdraft (limit) on a payment account and credit cards, the Bank will calculate a penalty interest that 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), valid on the last day of the half-year preceding the current half-year, increased by 8 percentage points. The interest rate is determined at each half-year, i.e. twice a year on 01.01 and 01.07 in accordance with the amendment of the interest rate on treasury bills published by the NBRNM, which is valid on 30.06 and 31.12 respectively.

- 30.4. The Bank has the right to calculate and charge the User from the account a legal penalty interest determined in accordance with positive legal regulations for each unpaid debt balance.

VII. COMMUNICATION BETWEEN THE CONTRACTING PARTIES

31. Communication Channels

- 31.1. 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:

- 31.1.1. electronically to the last known e-mail address given by the User, or
- 31.1.2. with messages or announcements through Internet Services (internet banking / mobile application for the User who uses them for a payment account he has with the Bank, or
- 31.1.3. with notifications and information provided through an interactive and secure website-communication platform.
- 31.1.4. by telephone to the last known telephone number provided by the User, or
- 31.1.5. via text messages (SMS/Viber) to the last known mobile phone number given by the User, or
- 31.1.6. by public postings in the media, or
- 31.1.7. via documents and announcements available at the Bank's branch offices and on the Bank's website (<https://nlb.mk/>), or
- 31.1.8. by regular or registered mail to the last known address given by the User; or
- 31.1.9. through another permanent medium defined according to legal regulations.

- 31.2. Communication from the User to the Bank may be made in one of the following ways, depending on the case:

- 31.2.1. the Bank's official e-mail addresses published on the Bank's official website or
- 31.2.2. the telephone numbers of the Bank's Contact Centre published on the Bank's official website or
- 31.2.3. 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
- 31.2.4. by post to the address of the registered office of the Bank;
- 31.2.5. by phone, during the working hours of the Bank's branches or
- 31.2.6. by other electronic means for which the Bank may from time to time notify the User.

- 31.3. 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.

- 31.4. 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.

- 31.5. 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.

- 31.6. 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.
- 31.7. The Bank considers the communication from the Bank to the User as duly delivered, if sent in written to the last known postal address that the User gave to the Bank, or if sent in electronic form to the last known email address or via the Internet Banking Services / mobile application, or to the last known mobile phone number that the User has provided to the Bank. The User is responsible for untimely notification to the Bank of any changes in his postal address, email address or mobile phone number.
- 31.8. 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.
- 31.9. 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.
- 31.10. 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 system. 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 notified by the Bank from time to time.

32. Notifications, reports and excerpts

- 32.1. The Bank, as a provider of payment services to 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 after receiving the payment order, if the User as a payer does not use a payment account to perform the individual payment transaction, provides the User as a payer on paper or another permanent medium with the following information:
- 32.1.1. reference code of the payment transaction with which the User as a payer can identify the transaction;
- 32.1.2. 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;
- 32.1.3. the type and amount of all fees that are borne by the User as payer, in total and by individual items;
- 32.1.4. the exchange rate used by the Bank in the execution of the payment transaction and the amount of the payment transaction after the currency conversion, and
- 32.1.5. the date of a currency to be debited or the date of receipt of the payment order.
- 32.2. At the request of the User as a payer, the Bank will give or make available to the User as a payer the information on the individual payment transactions carried out from the previous paragraph at least once a month, free of charge, on paper or another permanent medium, in a way that the User as a payer allows him to store and reproduce the information in an unaltered form.

- 32.3. The Bank, as a provider of payment services to the User as recipient, immediately after the execution of the individual payment transaction, provides the User as recipient, on paper or on another permanent medium, the following information:
- 32.3.1. reference code of the payment transaction with which the User as a recipient can identify the transaction and the payer and all the information transmitted with the payment transaction;
 - 32.3.2. the amount of the payment transaction in the currency in which the payment account of the User as recipient is approved;
 - 32.3.3. the type and amount of all fees that are borne by the User as the recipient for the payment transactions, in total and by individual items;
 - 32.3.4. 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
 - 32.3.5. the currency date for approving the User's account as a payee.
- 32.4. At the request of the User as a recipient, the Bank provides or makes available the information on the individual payment transactions carried out from the previous paragraph, at least once a month, free of charge, on paper or another permanent medium, in a way that allows the User as a recipient to store and reproduce of the information in its unaltered form.
- 32.5. At least once a year, the Bank shall make it available to the User as a consumer th report on all fees charged/calculated for the services related to the payment account, and, if applicable, information on the amount of the interest rate applied to the allowed overdraft on the payment account and/or the undisclosed debt balance on the payment account, together with the total amount of interest charged for the used allowed overdraft and/or the undisclosed debt 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 period of notification. 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 charged 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.
- 32.6. 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.
- 32.7. The Bank undertakes to provide the User with:
- 32.7.1. A safe and efficient way to pay and receive payments from/to their bank account;
 - 32.7.2. Confidentiality of the data on the balance of the account in accordance with the valid laws and bylaws;
 - 32.7.3. Protection of the User's data;
 - 32.7.4. Timely notification of the User about the balance and changes in the account by submitting a statement about the changes and the balance of the account at the request of the User.
 - 32.7.5. By submitting the 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 finds irregularities and does not challenge it within 3 (three) working days after its collection / receipt, he is considered to have agreed with it.

32.8. It is considered that a notification from the Bank to the User has been correctly and properly delivered:

32.8.1 if it has been sent in written to the last registered address of the User that the Bank has in its records,

32.8.2 if it has been delivered in electronic form to the last registered e-mail address of the User that the Bank has in its records,

32.8.3 if it delivered at the counter at the User's request, in written form or on the counter in the branch offices in the Bank

32.8.4 if it is delivered in electronic form through the use of Services for internet banking / mobile application whose beneficiary is the User.

32.8.5 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 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;

32.8.6 if it is given or made available through another durable medium.

32.9. If the User does not provide proof of a different date of receipt, the notification shall be deemed to have been received:

32.9.1. 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.

32.9.2. for notifications sent by e-mail – on the day of sending;

32.9.3. for notifications issued over the counter at a Bank branch – on the day of issuance

32.9.4. for notifications delivered via the Internet Banking Services/mobile application – on the day of posting

32.9.5. for notifications via text messages with a link to an interactive and secure website - a communication platform - on the day the text message is sent.

32.10. For the notifications that the Bank delivers to the User electronically, it is necessary for the User to have an internet connection, as well as a suitable mobile device for using the mobile banking service - NLB mKlik, and in accordance with the General Terms and the privacy policy for using the NLB mKlik service which the Bank makes available to the User upon activation of the service

32.11. At the User's request, the Bank undertakes to notify the User of the maximum deadline for execution and the type and amount of fees charged to 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

33. Protective measures

33.1. The User who is authorized to use the payment instrument is obligated to:

33.1.1. as soon as it receives the payment instrument, take all reasonable measures to protect the user

security markings of the payment instrument;

33.1.2. to use the payment instrument in accordance with the contractual conditions for the issuance and use of the payment instrument; and

33.1.3. 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.

33.2. The user is particularly obliged to take the following reasonable measures to protect the user's security features of the payment instrument:

33.2.1. to keep all security features, including PIN codes, passwords, one-time codes and biometric data, confidential and not to disclose them to third parties;

33.2.2. 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:

33.2.3. 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;

33.2.4. to refrain from any actions that could jeopardize the security of the payment instrument or communication with the Bank.

33.3. The User 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:

33.3.1. 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 may himself/herself reduce the limits per type of transaction of the payment card, through the Internet Banking Services/Mobile Application.

33.3.2. 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.

33.3.3. 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

33.3.4. to monitor and control access by third parties to the payment instrument used for the services from the payment account.

33.4. In the event that the User becomes aware of loss, theft, misuse, or unauthorized use by a third party of the payment instrument, they are obligated to immediately report to the Bank, by calling the Contact

Center on 02/15 600 at any time, whereby in order to prevent possible abuse of the system, the Bank shall temporarily block the execution of individual or all services used by the User and shall inform the User of the same. The User can make this report and request for a block of the payment instrument to the Contact Center at any time, but the notification for unauthorized transactions can be done only in writing at the Bank's branch offices in the form of a Request for disputing transactions.

34. Blocking the payment instrument

34.1. 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:

34.1.1. the security of the payment instrument;

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

34.1.3. 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.

34.2 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.

35. Loss or theft of a payment card

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

35.2. The user is obligated to confirm or reject the reported theft, loss or confiscation in writing within 10 (ten) working days. All costs that are not specified in these General Terms and Conditions, and are caused by theft, loss, or possible confiscation of the card, are borne by the User. The Bank does not assume responsibility for compensation for damage that would occur to the User in case of loss, theft, or confiscation of the card.

35.3. In case of loss, theft or confiscation of the card, the User has the right, if the Bank allows it, to request that the card be placed on the list of suspended cards, for which he is obliged to pay the costs according to the Decision on the tariff of the Bank's service fees.

35.4. In the event of loss, theft or damage to the card, the User has the right to request a new or renewal of the old one before the expiry of the validity period, for which he pays the costs according to the Decision on the tariff of service fees of the Bank.

35.5. In case of finding or regaining the lost, stolen, or confiscated card, the User has the right to request to use it again, while the Bank reserves the right to reject any dispute of future expenses incurred with the card or to compensate for any resulting damage from misuse of the card, up to the termination of the use of the card and its return to the Bank.

- 35.6. In case of reasonable suspicion that it is theft, the User is obliged to report the case to the police as soon as possible.
- 35.7. 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 about it through one of the Bank's available communication channels with the User.
- 35.8. 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 at the request of the Bank.
- 35.9. 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 contestation and are borne by the User without the possibility of contesting them. The maximum individual amount of non-challengeable transaction is determined by the rules of the card payment scheme under which the payment card was issued at the level of each country (region) individually.

36. Dispute unauthorized transactions and Liability

- 36.1. The User is obligated to carefully check the notifications and statements about his payment account when such information are given and are 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 thirteen (13) months from the date of indebtedness.
- 36.2. 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, 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, immediately after learning about the transaction or receiving of the notification, 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.
- 36.3. The User is obliged to make the dispute of the obligations on the basis of payment cards in writing as soon as possible, but 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 report (for credit cards). Otherwise, it will be considered that the User acknowledges the obligations owed under the card. Disputing the obligations does not postpone their settlement. Costs for unresolved complaints are borne by the User. If it is proven that the dispute is founded, 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.
- 36.4. 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.
- 36.5. Regardless of other provisions in these General Terms and Conditions, the User as payer is liable for damages and 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 of MKD 1,200 or the corresponding equivalent in other currencies. However, this does not apply where:

- 36.5.1. 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
- 36.5.2. 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, or
- 36.5.3. the transaction is duly authorized in accordance with these General Terms and Conditions and the Framework Agreement
- 36.6. 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 pay the legal maximum loss coverage of 1200 denars per reported case of unauthorized transactions.
- 36.7. 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 to take protective measures from the Article 33 of these General conditions. In this case, the maximum amount from the previous paragraph does not apply.
- 36.8. The Bank and the User accept that, in the absence of a case of force majeure, the User will be deemed to have acted with extreme negligence if he fails to take the protective measures under Article 33 of these General Terms and Conditions, including, but not limited to, the following cases:
- 36.8.1. if the User 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;
- 36.8.2. 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;
- 36.8.3. if the User does not leave or does not properly update contact information (e.g. telephone number) with the Bank, in accordance with these General Terms and Conditions;
- 36.8.4. 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;
- 36.8.5. if the User reports unauthorized transactions or the Bank notifies him/her of the risk of future unauthorized transactions, and in relation to such report or notification the User does not consent to the Bank blocking the payment instrument;
- 36.8.6. if the User 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) or other personal data, for online payment 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;

- 36.8.7. if the User 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 are determined to be suspicious or likely to be involved in illegal activities and does not immediately request the blocking and replacement of the payment card.
- 36.9. 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 shall have 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.
- 36.10. If the User disputes that he authorized the executed payment transaction or claims that the payment transaction was not executed correctly, the burden is on the Bank to prove that the authentication of the payment transaction was executed, and the payment transaction was correctly recorded and entered and the execution of the payment transaction was not affected by a technical malfunction or other failure of the Bank.
- 36.11. The Bank is responsible to the User as the payer for the correct execution of the payment transaction, except when the Bank proves that the amount of the payment transaction has been received by the recipient's payment service provider. When the Bank is liable in accordance with this article for an improperly executed payment transaction, the Bank returns to the User as payer the amount of the improperly executed payment transaction, that is, it returns the wrongly debited amount to the debited payment account.
- 36.12. 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.
- 36.13. The Bank is not responsible for non-execution or incorrect execution of the payment transaction and has no obligation to refund funds if the User has submitted to the Bank a wrong unique identification mark and/or has submitted wrong or incomplete information for the execution of a payment order. However, the Bank will make a reasonable effort to recover funds from a payment transaction with an erroneous unique identifier. In the event that the refund of funds for a payment transaction with an incorrectly specified unique identification mark is not possible, upon the written request of the payer, the Bank will provide the User as payer in writing with all the information at its disposal that is relevant for initiating a procedure before a competent court. The Bank reserves the right to charge a fee for the return of funds on a payment transaction with an incorrectly specified unique identification mark.

37. Measures for Internet banking/Mobile Application Services

- 37.1. 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.
- 37.2. 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.
- 37.3. The User is obliged to monitor and control access by third parties to the equipment used for the Internet banking/Mobile Application Services.
- 37.4. 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.
- 37.5. 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.
- 37.6. 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.
- 37.7. 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.
- 37.8. 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.
- 37.9. The Bank reserves the right to change, add or exclude individual services on the internet banking/mobile application, for which it will notify the User on any of the following methods chosen by the Bank: by publishing information on the account statement, written notification, SMS / Viber message, e-mail message, electronic message, announcement on the Bank's official website or by other means of communication.

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

- 38.1. 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.

38.2. 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.

38.3. All orders sent before the blocking of the use of Services on the Internet banking/mobile application will be processed by the Bank.

38.4. 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.

38.5. 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.

39. Internet banking/Mobile Application Services Liability

39.1. 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.

39.2. 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.

39.3. 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).

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

IX. VALIDITY, AMENDMENT AND TERMINATION OF THE FRAMEWORK AGREEMENT

40. Validity duration of the Framework Agreement

40.1. The Framework Agreement concluded for an indefinite period.

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

41. Importance and renewal of a payment card

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

41.2. The parties agree that the card will be automatically renewed, and the Bank will issue a new card

with a new validity period, unless:

- 41.2.1. The user cancels the card 60 days before its expiration date;
- 41.2.2. The bank temporarily blocks or cancels the card.;
- 41.3. 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.

42. Amendments of the constituting the Framework Agreement

42.1. Amendments to these General terms and conditions

- 42.1.1. The Bank reserves the right to amend these General Terms and Conditions at any time.
- 42.1.2. 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.
- 42.1.3. 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.

The 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.

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.

- 42.1.4. 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.

42.2. Amendments to the Decision on the Tariff of Fees for Services Provided by NLB Bank AD Skopje

- 42.2.1 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.

42.2.2. 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.

42.2.3. 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.

42.2.4. 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.

42.2.5. 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.

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

42.3.1. 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.

42.3.2. 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.

42.3.3. In cases where the Bank proposes to the User the 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, 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.

42.3.4. 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.

43. Closing a payment account

43.1. 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.

43.2. 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.

- 43.3. The Bank cannot close the account if unfulfilled orders and grounds for collection are recorded on it.
- 43.4. 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.
- 43.5. 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.
- 43.6. The Bank reserves the right to charge a fee for closing the User's account, in accordance with the 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.
- 43.7. The Bank transfers the funds from the account that is in the process of closing, in accordance with the instructions given by the User.
- 43.8. 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.
- 43.9. 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.

44. Transfer of payment account

- 44.1. The User has the right to transfer the payment account to another Bank in the same currency as the payment account.
- 44.2. 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.
- 44.3. The Bank must not condition the implementation of the portability service on the use of other products

or services by the User.

- 44.4. 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.
- 44.5. 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.
- 44.6. 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

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

- 45.1. 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.
- 45.2. 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.
- 45.3. 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.
- 45.4. In case of cancellation of the Agreement, the Bank has the right to charge the User for card approval costs.
- 45.5. 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.
- 45.6. The card user is obligated to settle all obligations from the card, by submitting the request for withdrawal of the card.
- 45.7. By cancelling the basic card, the additional cards are automatically cancelled, and the card users are obligated to return the cards to the Bank in person or by registered mail.

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

- 46.1. 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:
- 46.1.1. The creditworthiness of the User has greatly deteriorated, according to the Bank's assessment;
- 46.1.2. 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;
- 46.1.3. The User's status has changed from employed to unemployed,
- 46.1.4. It was determined that the submitted administrative ban of the User is invalid;

- 46.1.5. The User provided incorrect data in the concluded Agreement;
- 46.1.6. The User does not timely settle the obligations, on any basis, from these General Terms and Conditions;
- 46.1.7. The User did not report the changes to the addresses of the permanent place of residence from the ID card within 3 working days.
- 46.2. The card user undertakes to settle all card obligations immediately after receiving the notification from the previous paragraph.

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

- 47.1. 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.
- 47.2. 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.

48. Consequences of termination of the Framework Agreement

- 48.1. 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.
- 48.2. 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.
- 48.3. 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.
- 48.4. 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.
- 48.5. 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.

49. Rights of the Bank

- 49.1. 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.
- 49.2. 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.

49.3. 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.

49.4. 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.

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

X. PERSONAL DATA, UPDATES, BUSINESS SECRET

50. Processing of personal data

50.1. 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.

50.2. 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.

50.3. 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.

50.4. 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.

50.5. 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:

50.5.1. 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.;

50.5.2. Data on the balance of the User's account/s: information about outflows and inflows from the account, expenses, taxes, debts, etc.;

50.5.3. Data from the Framework Agreement: data required for the provision of payment services to the User by the Bank;

50.5.4. Data on the User's behavior: how he uses the Bank's services, including those electronically (website and mobile application);

50.5.5. Technical data: devices and technology used by the User including their IP address, smart device data, coordinates, mobile network, etc.;

- 50.5.6. Communication data: in which way the Bank communicates with the User through official and verbal communication;
- 50.5.7. Other data regarding the way of using the payment services by the User;
- 50.5.8. 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).
- 50.6. 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.
- 50.7. 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:
- 50.7.1. 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;
- 50.7.2. uses 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;
- 50.7.3. uses 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).
- 50.8.** 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.

51. Obligation of the User to update the data

- 51.1. 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.
- 51.2. In cases where substantial changes have occurred to the User in accordance with the previous paragraph, the User is obliged to fill out a new application for identification/updating of the Bank (individual), and at the request of the Bank to submit additional necessary documentation in accordance

with the Bank's internal procedures and acts.

- 51.3. 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.
- 51.4. 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.
- 51.5. 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.
- 51.6. 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.
- 51.7. 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, and the Bank shall not bear any responsibility.

52. Banking and business secret

- 52.1. 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.
- 52.2. 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.
- 52.3. 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.
- 52.4. The user, 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.

52.5.

52.5 The User, 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

53. Legal protection of the User

53.1. 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:

53.1.1. 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.

53.1.2. 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

53.1.3. to initiate extrajudicial proceedings for the resolution of disputes. More information about this procedure is available here on the Bank's website. Such proceedings may be instituted in accordance with the Law on Mediation before authorized mediators. The directory of mediators is available on the Chamber of Mediators' Internet site (<https://www.kmrsm.org.mk/medijatori/>).

53.2. 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

54. Force Majeure

54.1. 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.

54.2. 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 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.

55. Valid law and resolution of disputes

55.1. The laws of the Republic of North Macedonia apply exclusively to these General Terms and Conditions and the Framework Agreement.

55.2. 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

56. Samples and reference language

56.1. 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.

57. Entry into force

57.1. These General Terms and Conditions, including the other documentation referred to in item 1.4. which is an integral part of the Framework Agreement shall enter into force and apply from 23.06.2025.

57.2. 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.

57.3. The contractual relations related to the provision of payment services concluded before the application of the Framework Agreement will remain in force after its application and will be implemented according to the provisions of the Framework Agreement and the Law on Payment Services and Payment Systems.

57.4. The contractual relations regarding the provision of payment services concluded before the application of the Framework Agreement begins are an integral part of the Framework Agreement, in such a way that the provisions of the Framework Agreement supplement and/or replace the contractual provisions not in accordance with it.