

STOPANSKA BANKA AD- SKOPJE

Branch _____

AGREEMENT
for opening transaction account/ ID number _____
of individual- non-resident

Concluded on _____, between:

1. Stopanska Banka AD Skopje, represented by _____ (hereinafter: SB)
2. _____ from _____, PRN _____ and
passport number _____ address/ stay _____ state of the non-resident
_____ (hereinafter: Client)

Account of juvenile opened by and this Agreement signed by (circle and fill in the appropriate item)

1. Legal representative/ legal representative relative – parent(s) the juvenile lives with:
(one or two sub-items are filled in depending on the actual situation)
 - _____ PRN _____
from _____
 - _____ PRN _____
from _____
2. Payment of funds, in presence of the legal representative(s) of the juvenile:
(obligatory fill in data on the payer and data on one or the both legal representatives)
 - _____ PRN _____
from _____ (payer)
 - _____ PRN _____
from _____ (legal representative)
 - _____ PRN _____
from _____ (legal representative)
3. Guardian of the juvenile, appointed by enforceable decision of competent body – Social Welfare Center
 - _____ PRN _____
from _____ (guardian)

Subject

Article 1

Subject to this Agreement shall be to regulate the rights and responsibilities between SB and the Client with regard to the manner of opening, maintaining and closing foreign currency and denar transaction account/ ID number.

If you wish to contact our Customer Care Unit regarding any of the services, products or employees of the Bank, or you wish to submit a complaint or concern regarding ethical, accounting or auditing matters to the Audit Committee, please visit our Web site: www.stb.com.mk

Manner of account opening

Article 2

SB shall open to the Client a foreign account and denar transaction account/ ID number as referred to in the purview of this Agreement.

Foreign currency (FC) and denar accounts are related to FC and denar transaction account/ ID number, with sub-accounts for different currencies, with different periods of maturity and for different products, projects and purposes according to the needs of the Client and the acts of SB for depositing FC and denar funds of non-residents.

Article 3

SB shall open the FC and denar transaction account/ ID number referred to in Article 1 of this Agreement upon request of the Client and upon presentation of:

- a) valid travel document or ID card from the country of birth, if the client comes from EU country, Serbia or Monte Negro;
- b) for persons staying abroad and having status of non-resident, visa for stay abroad i.e. visa for working abroad in duration of at least six months;
- c) according to valid legal regulations, and for the purposes of confirming the identity of the Client, SB shall keep a copy of the document for personal identification.

By concluding this Agreement, the Client referred to in paragraph 1 item b of this Article shall confirm that he/ she was informed of the treatment of the non-resident according to legislation of Republic of Macedonia for foreign citizens staying temporarily abroad by working visa or visa for stay of at least six months.

By concluding this Agreement, the Client referred to in paragraph 1 item b) of this Article shall submit to SB written statement by which the client shall confirm that he/she is familiar with the legal regulations of the Republic of Macedonia according to which he/ she was identified as non-resident.

The written statement referred to in paragraph 3 of this Article shall be integral part of this Agreement.

Article 4

For open FC or denar account with sub-accounts in certain currency, for certain product and with certain period of depositing (on site or time deposit) within the frame of the transaction account/ ID number, SB shall conclude Agreement with the Client according to the characteristics of the product and SB shall issue the Client appropriate document in which personal information of the Client are contained.

Authorizations

Article 5

The Client, at the moment of opening the FC and denar transaction account/ ID number, may authorize another person/ other persons to work with the FC and denar transaction account/ ID number.

The Client, at the moment of opening the FC and denar transaction account/ ID number, may authorize another person(s) to work with all or part of the FC accounts with sub-accounts in different currencies and for different products.

In case the Client does not proceed according to paragraph 2 of this Article, at concluding the Agreement referred to in Article 4 of this Agreement, he/she may authorize another person(s) to work with the FC/ denar account with sub-account in appropriate currency and appropriate product for which agreement is being concluded.

Cancelling the authorizations referred to in paragraph 1, 2 and 3 of this Article shall be made only on the basis of written request by the account owner.

SB shall not undertake any responsibility for possible misuse made by authorized person and any damage caused by inappropriate/ illegal proceeding by authorized person shall be paid on part of the Client.

Working with the FC and denar account

Article 6

In the FC and denar accounts opened under the transaction account/ ID number of the Client referred to in the purview of this Agreement, the following can be performed:

- payments in cash according to legal regulations and collection in FC and denars from the country and abroad
- Disbursement in cash and payment of liabilities in FC and denars in the country and abroad

- transfers in FC and in denars to other accounts

Payments and disbursements to/ from FC and denar accounts shall be made in accordance with provisions regulating the FC and denar operations of non-residents and international and domestic payment operations.

Article 7

SB shall execute payment orders on the basis of order signed by the Client/ authorized person and submitted documentation.

The payment referred to in paragraph 1 of this Article shall be made from funds on the FC and denar account related to the transaction account / ID number, in a manner and under terms and conditions determined by regulations referring to FC/ denar operations and international/ domestic payment operations.

SB shall execute payment orders from denar account the same day when the order was submitted with the required documentation, and from FC account the same date the order was submitted with the required documentation and no later than the following day, according to regulations for international/ domestic payment operations.

SB shall execute the orders for payment i.e. collection on the date of payment i.e. inflow.

Article 8

Data on turnover and balance on appropriate FC/ denar accounts shall presented in the statement on amendments at the counters of SB and through the other alternative channels if the Client is registered user of the same.

SB shall have the right to collect the costs for the statement according to SB acts, from the balance of the account or in cash. In case SB conducts collection from the account of the Client, by concluding this Agreement without additional authorization, the Client shall authorize SB to collect the costs.

The Client shall agree SB to notify him/her on all amendments regarding the terms and conditions of working with the account, through the statement of the account, which shall be available within a period of 5 days from eth conducted amendment.

If the Client within a period of 15 days from withdrawing the statement, i.e. within a period of 30 days after the month in which the amendment of the terms and conditions of the activity occurred, i.e. the amendment of the content of the Agreement, does not submit request for termination of the Agreement, it shall be considered that the Client agrees with the new terms and conditions and that he/she accepts them in full.

For submitting statements of account for FC/ denar accounts older than 1 year upon request of the Client, SB shall collect fee according to the Tariff of fees of SB.

Interest and fees

Article 9

To the balance of funds in FC/ denar accounts, SB shall calculate and pay interest by applying interest rates determined in the Decision on interest rates of SB, and they shall be variable.

Interest to FC accounts shall be calculated in FC, and shall be paid in FC or in denars as per the choice of the Client and the characteristics of the appropriate product, project, purpose, and interest to denar accounts shall be calculated and paid in denars. Disbursement of interest shall be made in the account determined by the Client in the agreement of the appropriate product in the appropriate account, in the agreed currency.

The Client disposes of the interest referred to in paragraph 2 of this Article after dedication of the amount on the basis of calculated personal income tax base on income from interest of placed savings and other deposits with valid tax rate at the moment of calculation and according to positive legal acts.

Article 10

SB shall calculate and collect fees from the Client on the basis of activity with the open FC account under the ID number determined by the Tariff of SB, as follows:

- inflows from abroad
- payment abroad and SWIFT costs
- issuing savings account
- amortization of savings account
- costs for non-submitted IBAN number to foreign bank
- factual costs of the foreign bank with which SB is indebted for collection/ payment from/ to the foreign currency account
- maintaining inactive account

- issuing statement for the balance on the account from the past years
- other costs determined in the Tariff of fees depending on the type of service being performed

SB shall calculate and collect fees from the Client on the basis of operations with the open denar account under the ID number determined in the Tariff of SB, as follows:

- payment in favor of account of individuals not reported in the URAH (Unique Register of Account Holders) of SB
- payment in favor of accounts of individuals not reported in the URAH of another bank
- non cash payment operations KIBS
- non cash payment operations MIPS
- non cash payment operations KIBS via e-banking
- non cash payment operations MIPS via e-banking
- for issuing savings account
- for amortization of a savings account
- other costs determined by the Tariff of fees depending on the type of service being performed

The fees referred to in paragraph 1 of this Article are variable and shall be determined by the Tariff of fees of SB. Integral part of this Agreement is the Survey of costs and fees for the denar/ FC transaction account related to the activity of the account the Client is obliged to pay to SB, and which SB calculated according to the valid Tariff on the date of concluding this Agreement. By signing this Agreement, the Client shall confirm that he/ she has received the Survey of costs and fees for the denar/ FC transaction account related to the activity of the account.

For any change regarding the amount of fee and costs defined in paragraph 1 of this Article, the Client shall agree to get informed by the Web site of SB, by some alternative channel and/ or over the counters of SB.

Blocking and unblocking the account

Article 11

According to positive legal regulations and bylaws, SB shall be obliged to block the transaction account/ ID number as well as the accounts/ sub-accounts of the non-resident in the following case:

- when the non-resident shall not provide the required documentation for identification and updating of data.

The Bank may not perform any payment with the funds on the accounts after their blocking and until the required valid documentation is updated for identification of the non-resident, i.e. until receiving instructions from the non-resident for one time transfer of funds to his/ her account with other authorized bank in the country i.e. his/ her account with foreign bank.

The Bank shall unblock the account upon submission of the valid documentation for identification.

Closing the account

Article 12

SB shall close the transaction account / ID number as well as the accounts/ sub-accounts of the Client upon his/ her request, if the Client has settled all liabilities to SB, as well as the fees and costs referring to the transaction account/ ID number and the FC/ denar account.

SB may close the transaction account/ ID number and the accounts/ sub-accounts of the Client according to Internal acts and procedures of the bank and in cases determined according to positive legal acts.

SB shall close down the ID number/ denar account of the Client participant in the payment operations in case when there was no balance in the account and no turnover in the last two years and it is not blocked, and shall notify the Client accordingly.

Article 13

If the Client is juvenile, this Agreement in the name and for account of the juvenile shall be concluded by the legal representative(s)/ guardian as mentioned in the purview of this Agreement.

In the name and for account of the juvenile, the payment of funds with regard to the transaction account according to this Agreement shall be made by:

1) the legal representative(s)/ guardian as mentioned in the purview of this Agreement or the person appointed payer who at concluding this agreement deposited the funds.

2) Disposing of the funds under this Agreement (circle only one of the options mentioned below):

- The two parents together.
- Each parent separately, without consent of the other parent.
- Only one parent, in case of death of the other parent or if the child is at custody of that parent, by enforceable Court Decision No. _____.
- The guardian, appointed by enforceable decision No. _____ by the Social Welfare Center.
- The Juvenile himself/ herself, after coming of age and fully capable of working, but up to his/ her maturity no one has the right to dispose of the funds.

The legal representative(s)/ guardian that is signatory(s) of this Agreement shall be obliged to notify SB in case after concluding this Agreement a Court Decision is passed or a decision by the Social Welfare Center by which the parental right is limited/ terminated/ returned or according to which a guardian is appointed for the juvenile.

After becoming of age, the Client shall have the right to independently dispose of the funds in his/ her account, as well as to independently undertake all activities of payment operations according to this Agreement.

Other provisions

Article 14

The Client shall be obliged to notify SB on changes in his/ her personal data from the purview of this Agreement, provided to SB at opening FC/ denar account under ID number of the Client, immediately, but no longer than within 3 working days from occurrence of the changes, contrary to which the conducted submitting at the last reported address shall be considered regularly made and valid for regular activities with the account and for proceedings for enforced collection of SB claims according to legal regulations.

By signing this Agreement the Client shall confirm that he/ she agrees his/ her personal data to be registered, processed and updated according to positive legal acts, as well as to be used for their informing for promotional activities and improving the service.

By signing this Agreement the Client shall confirm that he/ she is willing his/ her personal data to be registered, processed and updated according to positive legal acts.

The Client shall agree SB to provide for review his/ her personal data considered business secret to a person authorized by SB.

SB shall treat the personal data of the Client according to this Agreement as business secret and it may be informed to third persons only according to valid legal regulations.

Article 15

The Client shall authorize SB, without separate authorization and on the basis of this Agreement, the claims of SB against the client on the basis of loans and other facilities not paid in the agreed period to be collected from eth available funds on all denar and FC accounts open with SB under ID number of the Client mentioned in the purview of this Agreement.

Article 16

SB shall have the right to collect fee for inactive account in certain pertain with minimum balance according to SB acts.

Inactive account in terms of paragraph 1 of this Article an account is presumed in which no inflows or outflows were recorded, expect inflows on the basis of interest within a period and minimum amount of the deposit determined in the act of SB.

Article 17

All issues not regulated by this Agreement shall be subject to the positive regulations and acts of SB.

Article 18

All possible disputes under this Agreement shall be resolved by the First Instance Court Skopje 2 Skopje according to the legislation of the Republic of Macedonia.

Article 19

This Agreement shall also refer to individuals which are authorized or legal representatives of the transaction accounts /ID number of the client legal entity, regardless whether the Client individual has or does not have accounts opened with SB.

This Agreement is made of 2 (two) equal copies, of which 1 (one) copy shall be kept by the Client and 1 (one) by SB.

Signature of the Client

Signature of the Legal representative(s)
the Juvenile lives with

1. _____

2. _____

Signature of the payer of funds

1. _____

Signature of the guardian

1. _____

Seal and signature of
authorized person from the Branch

Name and surname and seal of the officer
