

**STOPANSKA BANKA AD- SKOPJE**

**Branch** \_\_\_\_\_

**AGREEMENT**

**For opening transaction account/ID number** \_\_\_\_\_

**Of legal entity-non-resident**

Concluded on \_\_\_\_\_ between:

1. STOPANSKA BANKA AD - SKOPJE (hereinafter: SB) and

2. \_\_\_\_\_  
(name of the non-resident)

Address of the non-resident

Head Office \_\_\_\_\_, tax number \_\_\_\_\_

Main activity

Legal representative

(hereinafter: Client)

**Subject**

**Article 1**

Subject of this Agreement is settling the rights and obligations between SB and the Client regarding the manner of opening, keeping and closing the FC and MKD transaction account/ID number.

**Method of opening the account**

**Article 2**

SB shall open FC and MKD transaction account / ID number to its client referred to in the Preamble of this Agreement.

By the FC and MKD transaction account / ID number are related FC and MKD accounts with sub-accounts for different currencies, with different maturity dates and different products, projects and purposes in accordance with the client needs and SB enactments for depositing FC and MKD funds to non-residents.

**Article 3**

SB shall open the FC and MKD transaction account / ID number referred to in Article 1 of this Agreement at request of the Client by presenting:

1) Statement of the trade register or another register where the records of the legal entity are kept in which the legal entity not older than 6 months is registered, out of which can be determined the date of establishment, name, address, Head Office and activity

2) For persons authorized for operations with legal entities accounts:

- ID and
- - written notification signed by the legal representative

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If you wish to contact our Customer Care Service 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](http://www.stb.com.mk).

3) For diplomatic representative of a foreign country or representative office of International organization

- document issued from the Ministry of Foreign Affairs of the Republic of Macedonia and
- authorization of the responsible persons in the representative office

#### **Article 4**

For opened FC and MKD account with sub-accounts in certain currency, for certain product and certain depositing period (sight or time) in the frameworks of the transaction account / ID number, SB shall sign agreement with the client in accordance with the product characteristics and SB shall issue to the Client adequate document containing the personal data of the Client.

#### **Authorizations**

##### **Article 5**

At the moment of opening FC and MKD transaction account/ID, the client can authorize other person/persons for operations with FC transaction account /ID number.

At the moment of opening the FC transaction account/ID number, the client can authorize another person/persons for operations with all or part of the FC account for different currencies and for different products.

In case the Client does not proceed in accordance with paragraph 2 of this Article in signing the Agreement referred to in Article 4 of this Agreement can authorize other person/persons for operations with FC account with sub account for the adequate product, subject of this Agreement.

Withdrawal of the authorizations referred to in paragraphs 1, 2 and 3 of this Article shall be made only on the basis of the written request of the account holder.

#### **Operations with the FC/ MKD account**

##### **Article 6**

On the FC accounts opened under the transaction account/ID number of the client referred to in the preamble of this Agreement can be made:

- collections of foreign currency from abroad,
- payments of foreign currency funds purchased on the market of foreign means of payment in SB / banks for its needs,
- payments in cash in accordance with the regulations
- payments in foreign currency abroad and payments in FC in the country on resident and non-resident accounts,
- withdrawal of FC cash for the needs in the country and abroad,
- sale of FC funds from FC account on the market of FC means of payments in SB

On the MKD accounts opened under the transaction account/ID number of the client referred to in the preamble of this Agreement can be made

- payments in MKD cash acquired in accordance with the regulations,
- collections from domestic payments operations from residents/non-residents in accordance with the regulations
- acquiring MKD from sale of FC on the market of FC means of payment
- payments in the country of residents/non-residents in accordance with the regulations,
- withdrawal of MKD cash,
- other needs according to the regulations

##### **Article 7**

SB shall perform the payment orders on the basis of order signed from client / authorized person and enclosed adequate documentation.

Payment referred to in paragraph 1 of this Article shall be made from the FC/MKD account funds connected to the transaction account / ID number, in a manner and under terms and conditions stipulated by the regulations referring to the FC/MKD operations and domestic and international payment operations.

SB shall perform the payment orders from MKD account the same day when the order is submitted with the required documentation, and from FC account the same day when the order is submitted with the required documentation, not later than the next working day, in accordance with the regulations for international payment operations.

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

#### **Article 8**

For the implemented inflows and outflows from the adequate FC/MKD accounts, SB at request of the Client shall submit statement for the current balance in a manner determined by the Agreement for opening adequate FC/MKD account.

For submitting statements for the balance of the FC/MKD account older than one year at request of the Client, SB shall collect it in accordance with SB Tariff on fees.

#### **Interest and fees**

#### **Article 9**

On the balance of the funds on FC/MKD accounts, SB shall calculate and pay interest by application of interest rates determined in SB Decision on interest rates, which are variable.

The interest on MKD accounts is calculated in FCY, and disbursed in MKD, and on FC accounts, it is calculated and disbursed in FC. Disbursement of interest shall be made on account determined by the client in the Agreement for the adequate product from the adequate account in the agreed currency.

The client shall dispose with the calculated and disbursed interest.

#### **Article 10**

SB shall calculate and collect fees from the client on the basis of the operations with the open foreign currency account under ID number determined by SB Tariff, as follows:

- Inflows from abroad 0.1% of the amount or minimum MKD 300 and actual costs MKD 100
- Payments abroad 0.3% (under ranks) minimum MKD 250 and SWIFT costs MKD 350, and for the amount up to EUR 50 costs for SWIFT,
  - Costs for non-submitted IBAN No. of foreign bank MKD 600
  - Transfers in favor of accounts of domestic legal entities and individuals up to 0.3% of the amount, minimum MKD 250
  - Payment of FC cash 0.35% of the amount of MKD equivalent minimum MKD 180
  - Disbursement of FC cash 0.44% of the amount of disbursement minimum EUR 10
  - Actual costs of foreign bank by which SB is obliged for collection / payments to / from FCY account;
  - Issuing statement for the balance of the account from past years MKD 150 per page.
  - Other costs determined in the Tariff of fees depending on the type of performed service

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

- Transfer of MKD under order of the client 0.27% of the amount, minimum MKD 250
- Payment of MKD cash on client account 0.1%, minimum MKD 350

- Disbursement of MKD cash 0.27% of the amount minimum 350
- Issuing balance statement from the past years MKD 150 per page
- Other costs determined in the Tariff of fees depending on the type of performed service

The fees referred to in paragraph 1 of this Article shall be variable and determined by SB Tariff on fees.

### **Blocking and de-blocking account**

#### **Article 11**

In accordance with the positive legal acts, SB shall be obliged to block the account of the non-resident in the following case:

- When the non-resident does not provide the required documentation for identification for up-dating the data
- When there is not turnover on the account of the non-resident legal entity

The Bank cannot make any payments with the funds of the accounts after their blocking until their updating of the required valid documentation for identification of the non-resident, i.e. until having instructions for single transfer of funds on his account in another authorized bank in the country, i.e. on its account in another foreign bank.

The Bank shall de-block the account after submitting the valid identification documentation.

### **Closing account**

#### **Article 12**

SB shall close the accounts of the Client by:

- written request of the legal representative of the client,
- on the basis of Law

The accounts cannot be closed if the client has unsettled liabilities.

In case of written request for closing the account under this Agreement, notice of dismissal will be applied and cannot be less than one month.

SB can close the account of the Client in accordance with the internal procedures of the Bank and in cases determined in accordance with the positive legal acts.

SB shall close the MKD account of the Client participant in the payment operations in case when there is not balance and turnover on the same account in the last two years, and it has not been blocked, and notifies the client for that.

### **Other provisions**

#### **Article 13**

The client shall be obliged to notify SB regarding the change of his personal, given in SB in opening the FC/MKD account under ID number of the client, immediately, not longer than 3 working days from occurring the changes.

SB shall not undertake any responsibility for the occurred damage on the basis of this Agreement in case of untimely submission of information for changing the data for the Client, legal representative and authorize person/s.

By signing this Agreement, the Client agrees SB to keep and process his personal information listed in the Preamble of this Agreement in accordance with the positive legal acts.

#### **Article 14**

The client shall authorize SB, without special authorizations and on the basis of this Agreement, SB claims on the client on the basis of loans and other facilities that are not paid in

the agreed period to collect from the available funds of all FC and MKD accounts opened in SB under ID number of the client stated in the preamble of this Agreement.

**Article 15**

SB is entitled to collect the costs for inactive account in certain period by minimum account in accordance with SB enactments.

Inactive account referred to in paragraph 1 of this Article means the account on which the inflows and outflows are recorded, except inflows on the basis of interest, time period and minimum amount of the deposit determined in SB enactment.

**Article 16**

For issues that are not settled by this Agreement, the positive regulations and SB enactments shall be applied which regulate the opening of non-residents for FC / MKD operations.

**Article 17**

Any disputes regarding this agreement shall be governed by the First Instance Court Skopje 2, Skopje in accordance with the laws and bylaws applicable regulations of the Republic of Macedonia.

**Article 18**

This Agreement is made in two equal copies, out of which one per SB and the client.

----- Signature of the client	Seal and Signature of authorized person of the Branch
----- Name and Last name of SB clerk	----- (name and last name)
----- Signature of SB clerk	----- (signature)

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