

GENERAL AND SPECIAL BUSINESS REGULATIONS

I. GENERAL BUSINESS REGULATIONS

General provisions

Scope of application and supplements to the General and Special Business Regulations for Special Business Relations

(1) Scope of application

The General Business Regulations regulate the entire business relationship between the client and ProCredit Bank (hereinafter: "Bank" or "the Bank"). Additionally, the Special Business Regulations prescribe and regulate the specific business relations that are an integral part of the General Business Regulations. The client accepts and agrees with the General and Special Business Regulations from the moment of requesting, i.e. concluding a business relationship with the Bank.

By accepting the General and Special Business Regulations of the Bank at the moment of commencement of the business cooperation with the Bank, the client also accepts the amendments to and supplements of said regulations, which shall be announced, as revised and integral text, in the Bank premises, as well as on the Bank website.

(2) Announcements and amendments

The General and the Special Business Regulations are public and they shall be posted in a prominent place for the clients in all the premises of the Bank and on its website.

All amendments are published immediately as a revised and integral text, without specifying the changes. It shall be considered that the client adheres to the General and Special Business Regulations of the Bank with reference to any service which the client may submit a request for or any service that the Bank offers and the client uses. In the course of further business cooperation with the Bank, a copy of the General and Specific Business Regulations will be issued to the client, solely upon his/her request.

2. Bank secrecy and disclosure of banking activities

(1) Bank secrecy

The Bank has the obligation to keep secret and preserve all information related to the client (bank secrecy). The Bank has the right to disclose information related to the client with the client's explicit consent given by written notice and when the law stipulates disclosure of such data and information. If a competent state authority, institution or competent court requests any information related to the client with a legitimate order, on the basis of a law, the Bank is obliged to disclose such information.

(2) Disclosure of banking activities

The disclosure of banking activities shall mean any disclosure of details for and about such activities, in the form of general statements and comments relating to the economic status, credit score and solvency of the client.

(3) Prerequisites for disclosure of banking activities

Details of banking activities shall be disclosed only if the requesting party has justified grounds and there is no reason to assume that the disclosure of such information will be contrary to the legal rights of the client or the positive legal regulations.

3. Liabilities of the Bank

(1) Liability principle

When carrying out its obligations, the Bank should be held liable only for gross negligence on the part of its employees. If the Special Business Regulations for certain business relationships or other agreements contain different provisions, those provisions shall apply.

(2). Acting on orders issued by a competent authority

If a competent institution submits a Cash Claims Order which, according to the account with the Bank, belongs to an individual, i.e. a natural person, the Bank shall be obliged to carry out the execution order delivered by the competent institution within the legally prescribed deadline.

(3) Disruption of operations

The Bank will not be held liable for any loss caused by force majeure, riots, wars or natural disasters or for other reasons that are not the fault of the Bank (for example: strike, liquidation, traffic jams, administrative acts of domestic or foreign competent bodies).

4. Damage to the client's fault

In case the Bank sustains damage by fault of the client (for example: violation of the obligations of cooperation, indicated in item 11 herein), the Bank will determine the level to which the client will compensate the loss.

5. Submission of requests and complaints by clients

The client may file a written request or an objection to the Bank, and the Bank is obliged to respond in writing within a reasonable time, and if it is assessed that the claim or objection is justified, the Bank will determine appropriate compensation.

6. The right of use after the death of the client

In the event of a client's death, the Bank shall assign the right of use of the funds to the heirs indicated in the final court/notary public decision regarding the legacy. At the request of the Bank, and by the successors specified in the court/notary public decision regarding the legacy, any documents that are in a foreign language must be submitted to the Bank along with translation in Macedonian language, translated by a certified court translator and notarized.

7. Regulations

For all business relations between the clients and the Bank, the positive legal regulations in the Republic of North Macedonia shall apply.

Account management

8. Notifications and Statements on the status of transaction accounts

(1) Regarding the state of changes occurring in the account, the Bank shall notify the account holder by submitting a statement of the changes and the balance of funds on the account at the request of the client. The statement of changes and the account balance are available to the clients through the e-banking system. It shall be deemed that the client accepts the statement as accurate if the client has not objected to it within thirty days from the date to which the statement refers. The account holder is obliged to check the accuracy of the statements and, if irregularities are found, the account holder should submit a complaint to the Bank within the aforementioned time frame.

(2) Deadline for complaints; confirmation in the absence of a complaint

Any client complaint relating to inaccuracy or incompleteness of the statement of account must be submitted in writing no later than thirty days from the date to which the statement refers. If no objection is submitted within this time frame, the statement shall be considered as accepted.

9. Risks related to foreign currency accounts and foreign exchange transactions

(1) Execution of orders related to foreign currency accounts

The aim and purpose of the client foreign currency accounts is execution of cash and non-cash payments and foreign currency collections.

Execution of payments through foreign currency accounts (orders) is carried out through or by the correspondent banks, except for internal orders, when the payment is performed completely within the Bank, in accordance with the foreign exchange operations regulations.

(2) Approval on the basis of foreign exchange transactions with clients

If the Bank concludes a transaction with the client on the basis of which it should make foreign exchange payment, it will accomplish its foreign currency liability by crediting the client's account for the appropriate amount in the respective currency.

(3) Temporary restrictions on the Bank operations

The Bank has no obligation to collect the foreign currency claims or accomplish its foreign currency liabilities if, for any reason whatsoever, it is prevented or hindered to use the currency in which the foreign currency claims or liabilities are denominated, as a result of force majeure, political measures or events in the country. As long as such measures and events persist, the Bank shall not be obliged to execute them in any other place outside the country of the respective currency, or execute them in any other currency (including the domestic currency) or provide cash. The right of the client and the Bank to settle and offset mutual liabilities and claims in the same currency shall not be limited by the above provisions.

10. Client's commitment to cooperation maintenance

(1) Change of name, address, authorization and other personal data for identification before the Bank

The business rules require the client to notify the Bank without delay of any changes, at the latest within 3 days, of any change of his/her name, address or other type of personal data, as well as termination or modification of any authorization before the Bank that relates to the authorized representative. This reporting obligation also persists when the representation powers as well as their termination or alteration are recorded in a public register.

Until the receipt of the notice by the client, it will be considered that the information available to the Bank and contained in the Agreement is valid and any action / delivery performed in accordance with that information will be considered as duly executed.

The Bank does not assume any liability for the damage incurred on the basis of the contract in the event of untimely notification regarding changes of the client information, submitted to the Bank as per the Agreement.

All notices related to the Agreement will be sent by the Contracting Parties electronically or in writing to the addresses/e-mail address specified in the Agreement. All notices are deemed to have been received by the expiration of the third working day from the date of their handing over to the post / sending an e-mail, if they are sent to the addresses specified in the Agreement.

11. Transfers

(1) Legible and clear transfer order

Orders and instructions must unequivocally and clearly reflect the content of the transaction.

In particular, when a transfer order is given, the client must ensure that the information stated in the order is correct, complete and accurate, in relation to the name of the order recipient and the number of his/her transaction account. The client issuing the order is also obliged to submit all necessary documents for the execution of the transfer, in accordance with the applicable legal regulations.

(2) Revoking/Cancellation

The client may revoke or cancel the order only if it has not been executed yet. If the order is executed and the funds are transferred in real terms, the Bank will make best efforts to revoke the payment before the final payment to the transaction account of the order recipient is made. However, the Bank cannot guarantee that this attempt will be successful.

(3) Instructions and realization of orders

The manner and the form of giving consent to the execution of transactions by the client may be one of the following:

- transaction initiated in the Bank premises with a hard copy order bearing a handwritten signature of the authorized account holder(s)

- transaction initiated with an electronic order confirmed by a digital signature of the client or the person authorised to operate the account

The Bank defines the conditions for use of its own certificates (closed system) and qualified certificates issued by certification authorities in the Republic of North Macedonia. Use of a qualified certificate for signing documents with the Bank shall be allowed upon submitting a request by the client to the Bank for using certificates for such a purpose.

- card initiated transaction observing the methods for verifying the client and the payment card.

The client has the right to request cancellation of the transaction until the moment when the order can no longer be revoked, i.e.:

- for internal transactions (within the Bank), until the moment of their realization

- for interbank transactions in domestic payment operations, until the moment of registration of the order in the KIBS / MIPS system

- for interbank transactions of international payment operations, until the moment of registration of the order in the SWIFT system

- for card transactions, revoking cannot be made after authorization of the same.

The Bank is responsible for the execution of orders in accordance with the instructions given by the client, i.e. the Bank shall not be held liable for any losses if the order is realized based on wrong instructions due to a client's error.

(4) Accuracy of orders

All orders must clearly reflect their content. Orders that are not clearly written are subject to additional queries, which may result in a delay in their realization. In particular, when giving orders for crediting an account (transfer orders), the client must be sure of the accuracy and completeness of the client's name, the client's account, and all other significant elements of the payment instrument.

Transfers in the country are subject to the provisions of the Law on Payment Operations, while transfers abroad are subject to the provisions of the Law on Foreign Exchange Operations and other applicable regulations.

If the issuer of the order has objections, the issuer should timely submit a complaint regarding the order.

(5) Checks and objections to the notifications received from the Bank

The client must immediately check the account balance, the statement, the realization of the orders, as well as the information on the expected inflows, their accuracy and completeness and, if there are any objections, immediately submit a complaint.

The Bank will review the complaint without delay and if it considers the complaint justified, the Bank will assess the level of compensation.

(6) Announcement for withdrawal of a larger amount

If the client withdraws cash in excess of MKD 600,000.00 or foreign currency in the equivalent of MKD 600,000.00, the withdrawal of the funds should be announced one day earlier.

12. Banking services fee

(1) The Bank is obliged to inform the client about the fees for the services it offers through the Official Tariff Schedule of the Bank, displayed in a public place in the premises of each branch office or on the Bank website.

(2) The fees for the services are provided in the Official Tariff Schedule of the Bank.

If the client uses a service specified in the Official Tariff Schedule, and there is no separate agreement between the Bank and the client regulating that particular service, the fees stated in the applicable Tariff Schedule of the Bank shall apply. By signing the Agreement, the client authorizes the Bank to charge the fees and expenses stipulated in the Official Tariff Schedule of the Bank by debiting his/her account.

In cases when a special internal act of the Bank or an Agreement between the Bank and the client define special conditions for cooperation with individual clients or a group of clients, the client authorizes the Bank, by signing a contract, to charge the fees and expenses provided in the Agreement or the special internal act of the Bank for debiting his/her account with the Bank.

For services that are not listed in the tariff schedule, but are provided on the basis of the instructions of the client, or which are considered to be in the interest of the client and which are expected to be performed under given conditions and only for an appropriate fee, the Bank will have a discretionary power to determine a reasonable fee.

(3) Changes in service fees

The Bank has the discretionary power to change the prices of the services used within the business relationship (for example, commission for a Banking Services Set), and for each change it shall inform the client by displaying the tariff schedule of the Bank as revised text in a public place in branch office premises and on the Bank website.

13. Termination of the business relationship

(1) Clients rights to terminate the business relationship

The client may terminate the business relationship with the Bank at any time, in whole or in part, only if its duration has not been previously defined, or if there is no other termination clause, and provided the client has settled all liabilities to the Bank and the Bank has no other claims whatsoever.

(2) 16. Bank's rights to terminate the business relationship

Termination with prior notice

By observing the prescribed period for termination of the business relationship with prior notice, in accordance with the law, the Bank may terminate the business relationship with the client at any time, in whole or in part, provided no prior duration or other termination clause have been defined with reference to that business relationship.

Termination due to justified reasons without notice

Termination of the business relationship in whole or in part, without notice to the client, is allowed if there is a justified reason on the basis of which it is unacceptable for the Bank to continue the business relationship after considering certain unfavorable facts about the client. Such a reason shall apply but shall not be limited to, situations where the client has presented inaccurate reports of his/her financial status, bearing in mind that such reports were of major importance for the adoption of a decision by the Bank.

II. SPECIAL BUSINESS REGULATIONS

1. In accordance with the domestic and international regulations in the area of identification and verification of clients, the client, when establishing a business relationship with the Bank, is obliged to complete an Application for client registration. The application for client registration needs to be filled in and signed by the client upon:

1. Entering into a business relationship
2. Change of client information during the business relationship.

14. Transaction account

A transaction account is an account that is a single and unique numerical data that serves to identify the participant in the payment operations. The account is used as an instrument for receiving all incoming payments of the client and any debiting of the client account. The account balance is the difference between the balance from the previous day increased by the inflows and decreased by the outflows of the same. According to the official tariff schedule, the Bank does not calculate interest on positive balance of the client transaction accounts.

14.1 Opening, reporting, maintenance, blocking and closing accounts

According to the positive laws in the Republic of North Macedonia, a natural person can not have a dual status. A natural person who declares himself/herself as a resident may not simultaneously have a non-resident status, and vice versa, if he/she declares himself/herself as a non-resident, he/she must not have a residential status at the same time.

The Bank opens accounts upon a written request of the client, by signing Agreement(s) and keeping them in accordance with the Bank's internal acts and the applicable law. The client is obliged to obtain and submit to the Bank all the necessary documents and information, in accordance with the Bank's internal acts and legal regulations.

The Bank reports the newly opened Denar transaction accounts, as well as the changes thereof, in the Unique Transaction Account Register kept in the Clearing House, which is the only database and records of the account holders in the domestic payment operations. The Bank undertakes to keep the data confidential in accordance with the applicable legal regulations.

In case when the client holds a Denar transaction account or a foreign currency transaction account in a particular currency and receives foreign exchange inflow in another foreign currency, the Bank has the right to open a transaction account in the respective currency on the basis of the existing valid client documentation, in order to execute the incoming remittance inflows. The Bank will notify the client about the inflow in accordance with the positive legal regulations in the Republic of North Macedonia.

(1) Residents

Resident natural persons and legal entities may have multiple Denar transaction accounts in one or more Banks, as well as several foreign currency accounts, whereupon a separate agreement shall be signed for each account.

(2) Non-residents

Non-resident natural persons and legal entities may have several Denar or foreign currency accounts, whereupon a separate agreement shall be signed for each account.

The Bank shall, for the duration of the Agreement(s) concluded with the client, regularly update the client information and documentation, every 24 months / at the expiration of the validity of the identification document, by submitting a new document for identification, in accordance with the legal regulations and the internal acts of the Bank.

The Bank shall restrict the client account if the client fails to provide the necessary documentation for updating the data within the stipulated deadline.

The client account shall be restricted for all outgoing and incoming transfers until the client provides and submits the necessary documentation for updating the information.

The client may provide the necessary documentation in the following manner:

- in the Bank branches, or
- in electronic format via the e-banking system, once the Bank allows access for delivery through this channel.

The account restriction shall remain active until the necessary documentation is submitted for the purpose of updating the information and/or obtaining instructions for one-time transfer of funds to the account of the client in another bank in the country or abroad, in circumstances when the client has submitted a request for closing the account.

Receiving and executing payment and collection orders

Collection and payment from non-resident accounts shall be made in accordance with the regulations that regulate the international payment operations.

Payment in foreign currency cash to non-resident accounts is performed on the basis of an order submitted by the non-resident, by submitting a written confirmation of the invoiced foreign currency issued by the state Customs Administration. The certificate shall be valid for 5 business days from the date of issue and it should be addressed to a person authorized to dispose of the funds in the accounts. The certificate may be used for one depositing only, regardless of whether the total amount or an amount that is lower than the one stated is deposited. The Bank verifies the original receipt with a signature and stamp and keeps the photocopy in its records. As an exception, the non-resident may make payment of foreign currency cash on foreign currency accounts without a document, up to the amount for which according to the regulations, when entering the Republic of North Macedonia, no special certificate is issued (amount up to EUR 10,000) for a period of one calendar month. Also, payment may be made if the funds that are being paid originate from unspent foreign currency cash previously withdrawn from those accounts.

Depositing of effective Denars on non-resident Denar accounts shall be made only in cases when they originate from:

- issued visa documents from foreign embassies or consulates in the Republic of North Macedonia;
- sold own transport documents of representative offices of foreign entities engaged in agency activities in air transport in the Republic of North Macedonia;
- unspent Denars in cash, previously withdrawn from their accounts with the Bank.

Restrictions on payment with effective foreign currency shall not apply to the embassies or consulates of foreign countries and international organizations that shall confirm their identity in front of the Bank with a document issued by the Ministry of Foreign Affairs of the Republic of North Macedonia.

Manner of performing exchange operations of individuals/natural persons

The Bank is obliged to confirm the identity of any individual for each purchase/sale of foreign currency cash. A nonresident person may purchase foreign currency cash only on the basis of repurchase.

When a non-resident sells foreign currency cash in the amount of EUR 10,000 and above in Denar counter value, the Bank is obliged to request and keep a written confirmation of the foreign currency that is brought into the Republic of North Macedonia issued by the Customs Administration of the Republic of North Macedonia, or a document in the original, as a proof of evidence that the funds were withdrawn from the account opened with the Bank.

(3) Persons over the age of majority who have been deprived of business ability or have limited business ability

Business ability is the ability of a person to express a relevant will to participate in legal transactions. The accounts of persons who have been deprived of their business ability or who have restricted business ability are managed by the guardian, whom the Social Work Center has issued a document of guardianship determining the scope of powers.

15. Term Deposits

(1) Term deposits - general

Term deposits are funds accepted for a fixed period of time, which is determined at the moment of concluding the contract or before the funds are deposited.

Each client holding a term deposit must also have a transaction account in the respective currency. The client authorizes the Bank to record all incoming and outgoing payments of the term account on the linked transaction account of the client. This account cannot be closed until the term account is active. The interest rate is fixed for the agreed deadline. Term deposits with automatic rollover are re-deposited by applying an interest rate that is in accordance with the Official Tariff Schedule of the Bank on the date of re-depositing. The validity of the contract is extended for the same time period defined in the agreement(s) concluded with the client, whereas the principal from the previous period will be the new principal for the new period, and the Bank shall be obliged to transfer the amount of the due interest for the last month to the transaction account of the client, unless the client, one working day before the expiration of the deadline at the latest announces, either in person in the Bank premises or via the E- Banking System and/or the Mobile Application, that he/she disagrees with the extension of the validity of the contract for term Denar/foreign currency deposit. In that case, the Bank shall be obliged to transfer the amount of the term foreign currency/Denar funds defined in the Agreement, along with the interest for the last month, to the client transaction account.

(2) Deposit duration

The duration of the deposit starts on the day when the funds are deposited on the deposit account and a deposit agreement is signed and ends exactly on the day when the agreed deadline expires. The possible fixed terms for funds depositing are stated in the Official Tariff Schedule of the Bank. Different fixed terms for the term deposits than those provided for in the Official Tariff Schedule may also be offered, at an interest rate equal to the interest rate for the first preceding period.

Exceptionally, in special situations, the Bank may approve a time deposit for a period shorter than one month or a period of a specified number of days. In these cases, interest rates are determined separately for each deposit.

(3) Minimum amount

The minimum amount that may be invested as a term deposit is specified in the Official Tariff Schedule of the Bank.

(4) Interest

Interest is calculated from the day of depositing of the funds until the maturity date. The calculated due interest is transferred on a monthly basis to the respective transaction account, in accordance with the Agreement signed with the client.

(5) Withdrawal / Closing of term account

During the fixed term, no withdrawals from the term account shall be allowed.

The Bank calculates and charges interest on early withdrawal of a term deposit determined in the Official Tariff Schedule of the Bank for that purpose, which may be equal but not higher than the amount of the previously paid interest. It is charged from the amount deposited, reducing it for the already paid interest. Regardless of the amount paid to the client, the initially deposited amount remains unchanged.

16. SMS Service

The Bank preserves the right to make changes to the type of notifications that it sends to the client via SMS.

The Bank uses this service in order to enable the client to receive information via SMS notifications that are in accordance with the agreed terms and conditions.

The Bank delivers notifications according to the deadlines stipulated in the signed Agreement(s), as well as in accordance with the legal regulations and the internal acts of the Bank.

By enabling this service, the client agrees to receive other notifications free of charge that would arise from the business cooperation between the contracting parties, i.e. the Bank and the client, for which the Bank does not charge any fee. For the duration of this contractual business relationship, the Bank reserves the right to send notifications arising from the business cooperation between the contracting parties, such as, for example, notification of debt maturity etc., which are not stated in the Application. Activation of the SMS Service is performed on the basis of the signed Request of the client. The client has the right to cancel the SMS Service at any time, without compensation, by submitting a written request personally delivered in the business premises of the Bank or sent via the e-banking system.

The Bank has the right to terminate the use of the SMS service without a prior explanation if the client fails to comply with the agreed conditions or irregularly pays the monthly fee for the same.

The client agrees to pay fee for the SMS Service in accordance with the official Tariff Schedule of the Bank.

If there are no sufficient funds on the transaction account of the client, the Bank reserves its right to collect the receivables on the basis of the use of the Service from the existing funds of the client from all current and future Denar and foreign currency inflows on his/her accounts with the Bank.

The Bank is obligated to protect the personal data of the client in accordance with the legal regulations and the internal acts of the Bank.

The Bank guarantees the confidentiality and integrity of the data until the moment they leave the information system of the Bank. The client waives any compensation for damages caused by the non-delivery or the untimely delivery of the SMS sent by the Bank if the delay was caused by technical problems.

17. Final provisions

The General and Special Business Regulations of the Bank are available in Macedonian language.

II.1 SPECIAL BUSINESS REGULATIONS (NATURAL PERSONS)

18. Termination of the Banking Services Set Agreement

The Bank Service Set Agreement may be terminated by one of the contracting parties as well as if the conditions stated above referring to dormant/inactive accounts are fulfilled. The Bank may terminate the agreement for opening an account if the client acts contrary to the General and Special Business Regulations of the Bank, by adopting a Decision, if the conditions provided for in the legal regulations are fulfilled, as well as on the basis of an effective court decision. The account holder may terminate the Agreement only if he/she has fulfilled all the obligations stipulated in the Official Tariff Schedule of the Bank.

19. Savings Deposits

(1) Savings Deposits

Each client may have only one type of savings account per currency. The client authorizes the Bank to record all incoming and outgoing payments executed on the savings account on the client's linked transaction account. This account must not be closed by the client until the savings account is active.

(2) The Bank shall issue a statement of account for all the inflows and outflows executed on the client account in the following manner:

- in the Bank branches, or
- in electronic form, through the e-banking system.

All incoming and outgoing payments from the savings account are recorded in the electronic savings account which is available to the client through the e-banking system.

(3) Minimum deposit

According to the internal acts of the Bank, depositing a minimum amount is not a binding condition upon opening the savings account.

(4) Interest

(a) Interest rate on sight deposits

Unless otherwise agreed, the Bank shall pay interest to the client at the rate specified in the Official Tariff Schedule of the Bank. The interest rate on the savings account is variable, and the Bank shall notify the client of the changes published in the Official Tariff Schedule of the Bank, which is displayed in a public place in the Bank branches premises or on its website.

In certain exceptional cases, the Bank may approve a preferential interest rate, in accordance with the applicable internal acts.

(5) Termination of a savings deposit

The client may terminate the savings deposit at any time, personally in the Bank branches or through the Electronic Banking System and/or the Mobile Application.

The Bank shall make a new calculation of interest from the first day of the current month of filing a request for termination of the Agreement or the day of the last payment of the interest until the date of termination of the Agreement.

The Bank may terminate this Agreement at any time by submitting a notification electronically through the e-banking system or by sending an email to the client. All notices are deemed to have been received by the expiration of the third working day from the date of delivery of the notices, if they are sent to the addresses specified in this Agreement.

In the event of termination of the Agreement by the Bank, the Bank shall make a new calculation of interest on the first day of the current month or the day of the last payment of the interest until the day of its termination, and the total amount will be transferred to the transaction account of the client.

20. MasterCard debit card

GENERAL RULES FOR ISSUING AND USING A DEBIT CARD

Issuing and activating a card

- The card is and remains the property of the Bank and it must be returned to the Bank upon its request.
- The card can be issued to any person who has the right to open a transaction account in the Bank or is authorized to a transaction account opened with the Bank.
- The card and the activation PIN must be picked up personally by the client in the Bank premises, i.e. be delivered personally to the client if the card is sent by mail. The card has a validity of five years from the date of issue.
- Activation of the card starts after the activation PIN is entered, which changes with the first insertion of the card in the ATM, in the option "Change of PIN on ATMs". The change of the activation PIN for the activation of the card is not subject to collection of commission fees by the Bank, in accordance with the official Tariff Schedule of the Bank.
- After successful activation of the card, the card shall be used, i.e. the client is identified by entering the changed PIN (hereinafter "PIN code").

Issuance and activation of a card sent by mail

- If the client lives in a populated area/settlement where the Bank does not have a service point, the Bank shall send the card to the client by mail at the address registered in the Bank's banking system, in accordance with a valid identification document submitted by the client. In such cases, sending a card by mail is applicable to newly created cards, as well as cards made due to loss, theft or misuse of an existing / already issued card.
- When accepting the delivery, the customer is obliged to check whether the card is properly placed in a sealed envelope. If there is doubt that the delivery has not been executed properly, the client is obliged to report it immediately to the Contact Center of the Bank. The client has the right to refuse admission of a package if he/she suspects that it is not properly delivered. By signing the delivery form, the client agrees to having received a proper shipment.
- After accepting the card, the client is obliged to sign the card, otherwise the card will be considered invalid and the Bank will not bear any liability in case of loss. By signing the card, the client accepts the General Rules for issuing and using Master Debit Card for individuals.
- The Bank also provides the client with an activation PIN, along with the card. In order to activate the card, the client is obligated to call the Contact Center. After successful identification of the client through the Bank Contact Center with the method of verification of the identification code, the client receives an identification code via SMS sent to his/her mobile phone, which is confirmed by the client with a data update form. The card may be activated at any ATM on the territory of the Republic of North Macedonia.

Using the card

- The client is obliged to pay all expenses arising from the use of the card in accordance with the Bank Tariff Schedule. The client may use it for the purchase and payment of goods and services at all points of sale in the country and abroad marked with the sign of the corresponding debit card, as well as for online payments or via telephone.
- Any withdrawal of cash on POS terminals entails collection of commission under the Bank Tariff Schedule.
- This debit card is linked to one main account. The client agrees that all transactions made with a card will be available for use only through the main transaction account. Upon request of the client, the card may be linked to an additional account in another currency. The funds from the additional account may be used by the client only through the ATMs of ProCredit Bank AD Skopje.
- The client may deposit cash in the ATMs owned by the Bank. The client cannot make changes to the main account, after choosing it as a main account, unless he/she receives a notice from the Bank that it is possible.
- The Bank allows the client to make a change of the PIN even during the use of the card on ATMs or via e-banking, if the option is enabled. Change of the PIN is charged according to the valid Official Tariff Schedule of the Bank.
- In the event that the card has expired or has been damaged or similar, the client must return it to the Bank, and a responsible person from the Bank must cancel it by cutting the card in two pieces.

- The client is obliged to pay all costs related to the executed transactions.
- In case of loss, forgetting or blocking of the card and the PIN code, the Bank allows for reissue in accordance with the official Tariff Schedule of the Bank.
- The client authorizes the Bank to debit his/her transaction accounts for the amount of each transaction, and for any payment arising from the use of the card in the country or abroad.
- The client accepts the valid exchange rate of the Bank on the transaction date and the administrative costs related to the transactions.
- Change of the maximum limit of the card is realized at the request of the client. The change can be made in the Bank branches or through the e-banking system, if such an option is enabled.

Complaints

- In case of any complaints concerning the quality and the quantity of goods and services, the client must resolve them with the merchant. The Bank is not responsible for the quality and quantity of the goods and services purchased with the card. Regardless of the complaint, the client is obliged to settle all the amounts made with the use of the card.
- The Bank shall not be liable for damages incurred during the use of the card that are the result of circumstances that the Bank cannot influence, such as: refusal and improper authorization due to errors in the center of authorization or telecommunication line, power failure, malfunctioning ATM etc.
- The Bank does not bear responsibility for potential refusal by the merchant to accept the card.
- Using the card may be made impossible in the electronic readers due to physical, thermal or magnetic damage and deformation of the card. In these cases, the Bank shall not be liable for the inability to perform the transaction.

Expiration of the validity of the card

- After the expiry of the validity period, the card shall no longer be active and must not be used. The Bank conducts automatic renewal of the cards if the main account with which the card is linked is active, except in the case of a request for cancellation by the client or the Bank, thirty days in advance.

Cancellation of the card

- The Bank may withdraw the privileges for using the client's card at any time without the client's approval.
- Merchants may keep the card, cut it in two parts in the presence of the client and take it to the Bank, in case the card is used by another person or after receiving instructions from the Bank.
- In both cases, the termination shall not affect the existing and outstanding obligations of the client as per the Agreement.

Restriction / Termination of the Agreement / Card Blocking

- The Bank reserves the right to terminate the Agreement and block the card at any time, if it has suspicions about the manner in which the card is used.
- The card will remain in the possession of the Bank, which may, at its discretion, terminate the validity or block the card at any time. In that case, the client should stop using the card and immediately return it to the Bank. The client will be liable if he/she continues to use the card after the expiration of its validity.

Legislation and competencies

Any use of a card that is not in accordance with the general rules for issuing and using a debit card will cause automatic cancellation of the card and the Bank has the right to take legal actions against the client.

21. MasterCard credit card

GENERAL RULES FOR ISSUING AND USING A CREDIT CARD

Issuing and activating a card

- The card is and shall remain the property of the Bank and it must be returned to the Bank upon the Bank's request.
- The card may be issued to any person who has the right to open a transaction account with the Bank or who is authorized to operate a transaction account opened with the Bank.
- The card and the activation PIN must be picked up personally by the client at the Bank.
- The card is valid for a period of two years from the date of issue.
- Activation of the card starts after the activation PIN is entered, which changes upon the first insertion of the card in ATM in the option "Change of PIN on ATMs". The change of the activation PIN for the purpose of activating the card is not subject to charging commission fees by the Bank, in accordance with the official Tariff Schedule of the Bank.
- After the successful activation of the card, the card shall be used, i.e. the client is identified by entering the changed PIN (hereinafter PIN code).

Using the card

- The client is obliged to pay all expenses arising from usage of the card in accordance with the Bank's Tariff Schedule. The client may use the card for purchase and payment of goods and services at all points of sale in the country and abroad marked with the sign of the corresponding card, as well as for online payments or payments via telephone.
- Any withdrawal of cash on POS terminals entails collection of commission under the Bank's Tariff Schedule.
- The Bank allows the client to change the PIN even during the use of the card on ATMs or via e-banking, provided that such an option is enabled. Change of the PIN is charged according to the valid official Tariff Schedule of the Bank.
- In the event that the card has expired or has been damaged or similar, the client must return it to the Bank and a responsible person of the Bank must cancel it by cutting the card in two pieces.
- The client shall be obliged to pay all expenses arising from the executed transactions.
- In case of loss, forgetting or blocking of the card and the PIN code, the Bank allows for reissue, in accordance with the official Tariff Schedule of the Bank.
- The client shall accept the valid exchange rate of the Bank on the transaction date and the administrative expenses related to the transactions.
- Change of the maximum limit of the card is realized upon request of the client. The change may be made in the Bank branches or through the E-banking/Mobile banking system, on condition that such an option has been enabled.

Complaints

- In case any complaints arise with reference to the quality and the quantity of goods and services, the client must resolve the same with the merchant. The Bank shall not be responsible or liable for the quality and quantity of the goods and services purchased with the card. Regardless of the complaint, the client shall be obliged to settle all the amounts made by the use of the card.
- The Bank shall not be responsible or liable for damages incurred during the use of the card that are the result of circumstances that the Bank cannot influence, such as: refusal and improper authorization due to errors in the center of authorization or telecommunication line, power failure, malfunctioning ATM, etc.
- The Bank shall not bear responsibility for any potential refusal by the merchant to accept the card.
- Card usage on electronic readers may be disabled due to physical, thermal or magnetic damage and deformation of the card. In such cases the Bank shall not be responsible for the inability to perform the transaction.

Expiration of the validity of the card

- After the expiry of the validity period, the card shall no longer be active and it must not be used. The Bank conducts automatic renewal of the cards, provided the client has regularly settled his/her debt during the validity period.
- The Bank preserves the right to refuse to renew the card after its expiry.

Cancellation of the card

- The Bank may withdraw the privileges for using the client card at any time without the client's approval.
- Merchants may keep the card, cut it in two pieces in the presence of the client and take it to the Bank, in case the card is used by another person or upon receiving such instructions from the Bank.
- In both cases, the cancellation shall not affect the existing and outstanding obligations of the client, as according to the Agreement.

Restriction / Termination of the Agreement / Card Blocking

- The Bank reserves the right to terminate the Agreement and block the card at any time, if it has any suspicions regarding the manner in which the card has been used.
- The card will remain in the possession of the Bank, which may, at its discretion, terminate the validity and/or block the card at any time. In that case, the client should stop using the card and immediately return it to the Bank. The client will be held liable if he/she continues to use the card after the expiration of its validity.

Legislation and competencies

Any use of a card that is not in accordance with the general rules for issuing and using a credit card will cause automatic cancellation of the card and the Bank shall be entitled to take legal actions against the client.

22. E-banking

GENERAL RULES ON ISSUING AND USING THE E-BANKING SYSTEM

Using the e-banking system

At the client's request, the Bank issues to the client an activation code for installation of a digital certificate installed on a mobile device (mobile application), in the following manner:

- If the request is submitted in the Bank branches, the client activation code will be sent to him/her via SMS to the mobile number(s) that the client has provided and which is stated in the appropriate completed client personal information update form.
- If the request is initiated through the e-banking system, the activation code of the client will be enabled through the e-banking system.

In case of unauthorized use of the e-banking system, the client shall immediately notify the Bank.

The Bank is not liable for any losses incurred due to:

- Authorization through the e-banking system that has been caused by misuse of the system due to the negligent storage or use of the user names, passwords, software applications or devices
- Giving inaccurate information to the Bank for submitting data for access to the e-banking system
- Misuse of information obtained by interception of telephone communications or monitoring of GMS traffic (SMS messages) by unauthorized persons

- Incorrect i.e. erroneously / inaccurately presented instructions by the client

- Security failure of the devices used by the client (malware, virus, etc.)

- Other circumstances out of the Bank's jurisdiction (for example: damages caused by force majeure, strike, decisions and actions of the authorities, impediments in the payment operations, telecommunications connections and e-banking links).

The Bank has the right to prevent the use of the E-Banking System on the basis of a notification by the client of lost / stolen password or device, or unauthorized access to the System.

All orders sent before the termination of the E- Banking System will be processed.

The client shall have full responsibility for the accuracy of all electronically signed orders. The Bank shall not be liable for improperly completed orders and shall not be liable in case the client's order is rejected in the domestic payment operations system where the refusal is a result of the client's mistake.

The contracting parties agree that in the performance of transactions in international payment operations, exchange operations and other forms of payment, and for the purpose of execution of the purchase of foreign currency, the entire documentation that is to be submitted to the Bank shall be delivered by the client in an electronic/scanned form, in accordance with the regulations governing international payment operations.

For obtaining the right to use the E-Banking System, the client will submit to the Bank an application for the E-Banking System, an integral part of the Agreement(s), signed with the client. The e-banking system application must be legibly filled in with all the required data.

The client has the right to submit a complaint to the Bank regarding the operation of the E-Banking System within 15 days of the insight in the bank statement.

The Bank guarantees to the client the execution of all properly filled orders within the deadlines, which are prescribed or agreed in accordance with the Law on Payment Operations and the term plan for conducting payment operations in the country.

All data, actions and circumstances that will come to the Bank's knowledge during the process of rendering services to the client and in the cooperation with the client shall be considered confidential and business secret. The Bank shall disclose the stated data, actions and circumstances only in cases and in the manner prescribed by law.

The Bank undertakes to keep and preserve all personal information of the authorized persons and use it exclusively for official purposes, as specified in the E-Banking System application.

The Bank shall calculate client's fees in accordance with the applicable Tariff Schedule of the Bank and the Agreement for opening and maintaining a MKD account. The Bank Tariff Schedule is displayed in the premises of the Bank as well as on its website.

The Bank may, in accordance with the applicable legislation and/or its business policy, amend and supplement the terms and conditions for using the E-Banking System, and it must inform the client thereof.

The client, if he/she disagrees with the changes or amendments to the terms and conditions, is obliged, within 15 days from the receipt of the notification, to cancel the use of the E-Banking System. Otherwise it will be considered that the client accepts the amendments or supplements.

Cancellation of the e-banking system

The Bank may, by notice, unilaterally cancel the use of the E-Banking System without a notice period, as well as to exclude the client from the System without any compensation or other obligations towards the client, if the client:

- fails to fulfill his/her obligations to the Bank after a warning has been issued to him/her
- cedes the Agreement or the object of the Agreement to another natural person
- intentionally or accidentally causes improper operation of the System
- violates the provisions of the concluded Agreement or the applicable regulations and if the violations continue despite the warning, or the misdemeanor is not remedied within the deadline set by the Bank
- fails to immediately notify the Bank in writing of any changes in its data or circumstances, which could affect the conclusion or execution of the Agreement(s) concluded with the client.

From the day of the entry into force of the cancellation of the right to use the E-Banking System, the Bank shall block the access and use of the E-Banking System and shall require payment of all outstanding receivables from the client according to the applicable Tariff Schedule of the Bank.

The Applicant for the E-Banking System allows the Bank to check all the information specified in the application and to provide any required additional information. The Bank has the right to collect all claims from all accounts of the client, which he/she has with the Bank.

The Bank shall stop sending via post all information that the client can get from the Bank in electronic form, once the E-Banking System is successfully installed in accordance with this Agreement.

II.2 SPECIAL BUSINESS REGULATIONS (LEGAL ENTITIES)

23. Master Business debit card

GENERAL RULES ON ISSUING AND USING A DEBIT CARD

Issuing and activating a card

- The card is and remains the property of the Bank and it must be returned to the Bank upon its request.
- The card and the activation PIN must be picked up personally by the client in the Bank, i.e. be delivered personally to the client if the card is sent by mail.
- The card has a validity of five years from the date of issue.
- The activation of the card starts after the activation PIN has been entered, which is changed with the first insertion of the card in the ATM, in the option "Change of PIN at ATMs". The change of the activation PIN for activation of the card is not subject to collection of commission fees by the Bank in accordance with the official tariff schedule of the Bank.
- After the successful activation of the card, the card shall be used, that is, the user / authorized person shall be identified by entering the changed PIN (hereinafter PIN code).

Issuance and activation of a card sent by mail

- If the client lives in a populated area/settlement where the Bank does not have a service unit, the Bank shall send the card to the client by mail at the address registered in the Bank's banking system, in accordance with a valid identification document submitted by the client. In such cases, sending a card by mail is applicable to newly created cards, as well as cards made due to loss, theft or misuse of an existing / already issued card.
- When accepting the delivery, the customer is obliged to check whether the card is properly placed in a sealed envelope. If there is doubt that the delivery has not been executed properly, the client is obliged to report it immediately to the Contact Center of the Bank. The client has the right to refuse admission of a package if he/she suspects that it is not properly delivered. By signing the delivery form, the client agrees to having received a proper shipment.
- After accepting the card, the authorized person is obliged to sign the card in the place indicated for signature on the back of the card. By signing the card, the authorized person accepts the General Rules for issuing and using a Master Debit Card for legal entities.
- The Bank also provides the client with an activation PIN along with the card. In order to activate the card, the client is obligated to call the Contact Center. After successful identification of the client through the Bank's Contact Center with the method of verification of the identification code, the client receives an identification code via SMS sent to his/her mobile phone, which is confirmed by the client with a data update form. The card may be activated at any ATM on the territory of the Republic of North Macedonia.

Using the card

- The client is obliged to pay all expenses arising from the use of the card in accordance with the Bank's tariff schedule. The client may use it for purchase and payment of goods and services at all points of sale in the country and abroad, marked with the sign of the corresponding debit card, as well as for online payments or via telephone.
- Any withdrawal of cash on POS terminals entails collection of commission under the Bank's Tariff Schedule.
- The client may deposit cash in the ATMs owned by the Bank.

- The Bank allows the client to change the PIN even during the use of the card on ATMs or via e-banking, if the option is enabled. Change of the PIN is charged according to the valid Official Tariff Schedule of the Bank.

- In the event that the card has expired or has been damaged or similar, the client must return it to the Bank, and a responsible person from the Bank must cancel it by cutting the card in two pieces.
- The client is obliged to pay all costs related to the executed transactions.
- In case of loss, forgetting or blocking of the card and the PIN code, the Bank allows for reissue in accordance with the official Tariff Schedule of the Bank.
- The client authorizes the Bank to debit its transaction accounts for the amount of each transaction, and for any payment arising from the use of the card in the country or abroad.
- The client hereby accepts the valid currency exchange rate of the Bank on the day of transaction and the administrative costs related to the transactions.
- Change of the maximum limit of the card is made with an application from the client submitted in the Bank branches or via the e-banking system, if the option is enabled.

Complaints

- In case of any complaints regarding the quality and the quantity of goods and services, the client must resolve them with the merchant. The Bank is not responsible for the quality and quantity of the goods and services purchased with the card. Regardless of the complaint, the client is obliged to settle all the amounts made with the use of the card.
- The authorized person is obliged to dismiss all irregularities on the calculation sheet/note with a representative of the point of sale, directly during the purchase of the goods or during the use of the service.
- All additional complaints shall be resolved directly by the authorized person at the point of sale.
- Regardless of the complaint, the legal entity is obliged to pay all expenses incurred by the use of the card by the authorized person.
- If the legal entity considers that expenses have been calculated inaccurately or are not incurred by them, the legal entity may address the Bank for clarification. In doing so, the legal entity must submit a statement of the transaction account and complete documentation regarding the complaint.
- If the Bank determines that the complaint is justified, the transaction account of the legal entity linked to the card will be credited for the amount that was subject to complaint. In the event of an unjustified complaint, the legal entity shall bear all the costs of the initiated complaint process.
- The period for submitting a complaint is 8 (eight) days from the date of printing i.e. issuing the statement of the transaction account, by which the legal entity is informed about the costs incurred with the card operations
- The Bank is not liable for damages incurred during the use of the card that are the result of the circumstances that the Bank cannot influence, such as: refusal and improper authorization due to errors in the center of authorization or telecommunication line, power failure, malfunction of the ATM, etc.
- The Bank shall not be responsible for potential refusal by the merchant to accept the card.
- Using the card may be made impossible with the electronic readers due to physical, thermal or magnetic damage and deformation of the card. In these cases, the Bank shall not be liable for the inability to perform the transaction.

Expiry of the validity of the card

- After the expiration date, the card is not active and it must not be used. The Bank automatically renews all cards with which the client has performed at least 6 transactions in the last 12 months of validity of the card.
- The card is renewed within five years if the legal entity regularly fulfills its obligations and while the transaction account linked to the card is active. In the event that the legal entity does not wish to renew the card of the authorized person, it must notify the Bank in writing, at least 30 days before the expiration of the validity of the card. Otherwise, the card shall be automatically renewed and the legal entity shall debit the transaction account of the legal entity according to the Bank's Tariff Schedule.

Canceling the card

- The Bank may withdraw the privileges for use of the client card at any time without approval of the client.
- The Bank has the right to deactivate the card, if the client has not used the card at an ATM or POS terminal within a period of more than twelve months.
- Merchants can keep the card, cut it in two parts in front of the client and take it to the Bank, in case the card is used by another person or after receiving instructions from the Bank.
- In both cases, the termination will not affect the current and outstanding obligations of the client as per the Agreement.

Restriction/Termination of the Agreement / Card Blocking

- The Bank reserves the right to terminate the Agreement and block the card at any time if it has suspicions about the manner in which the card is used.
- The card will remain in the possession of the Bank, which at its discretion may terminate the validity or block the card at any time. In that case, the client should stop using the card and immediately return it to the Bank. The client will be liable if they continue to use the card after the expiration of its validity.

24. MasterCard Business credit card

GENERAL RULES ON ISSUING AND USING A CREDIT CARD

Issuing and activating a card

- The card is and shall remain the property of the Bank and it must be returned to the Bank upon the Bank's request.
- The card may be issued to any person who has the right to open a transaction account with the Bank or who is authorized to operate a transaction account opened with the Bank.
- The card and the activation PIN must be picked up personally by the client at the Bank.
- The card is valid for a period of two years from the date of issue.
- Activation of the card starts after the activation PIN is entered, which changes upon the first insertion of the card in ATM in the option "Change of PIN on ATMs". The change of the activation PIN for the purpose of activating the card is not subject to charging commission fees by the Bank, in accordance with the official Tariff Schedule of the Bank.
- After the successful activation of the card, the card shall be used, i.e. the client is identified by entering the changed PIN (hereinafter PIN code).

Using the card

- The client is obliged to pay all expenses arising from usage of the card in accordance with the Bank's Tariff Schedule. The client may use the card for purchase and payment of goods and services at all points of sale in the country and abroad marked with the sign of the corresponding card, as well as for online payments or payments via telephone.
- Any withdrawal of cash on POS terminals entails collection of commission fee under the Bank's Tariff Schedule.
- The Bank allows the client to change the PIN even during the use of the card on ATMs or via e-banking, provided that such an option is enabled. Change of the PIN is charged according to the valid Official Tariff Schedule of the Bank.
- In the event that the card has expired or has been damaged or similar, the client must return it to the Bank and a responsible person of the Bank must cancel it by cutting the card in two pieces.
- The client shall be obliged to pay all expenses arising from the executed transactions.
- In case of loss, forgetting or blocking of the card and the PIN code, the Bank allows for reissue, in accordance with the official Tariff Schedule of the Bank.
- The client accepts the valid exchange rate of the Bank on the transaction date and the administrative costs related to the transactions.
- Change of the maximum limit of the card is realized upon request of the client. The change may be made in the Bank branches or through the E-banking/Mobile banking system, on condition that such an option has been enabled.

Complaints

- In case any complaints arise with reference to the quality and the quantity of goods and services, the client must resolve the same with the merchant. The Bank shall not be responsible or liable for the quality and quantity of the goods and services purchased with the card. Regardless of the complaint, the client shall be obligated to settle all the amounts made by the use of the card.
- The Bank shall not be responsible or liable for damages incurred during the use of the card that are the result of circumstances that the Bank cannot influence, such as: refusal and improper authorization due to errors in the center of authorization or telecommunication line, power failure, malfunctioning ATM, etc.
- The Bank shall not bear responsibility for potential refusal by the merchant to accept the card.
- Card usage on electronic readers may be unable due to physical, thermal or magnetic damage and deformation of the card. In such cases the Bank shall not be responsible for the inability to perform the transaction.

Expiration of the validity of the card

- After the expiry of the validity period, the card shall no longer be active and it must not be used. The Bank conducts automatic renewal of the cards, provided the client has regularly settled his/her debt during the validity period.
- The Bank preserves the right to refuse to renew the card after its expiry.

Cancellation of the card

- The Bank may withdraw the privileges for using the client card at any time without the client's approval.
- Merchants may keep the card, cut it in two pieces in front of the client and take it to the Bank, in case the card is used by another person or upon receiving such instructions from the Bank.
- In both cases, the cancellation shall not affect the existing and outstanding obligations of the client as according to the Agreement.

Restriction / Termination of the Agreement / Card Blocking

- The Bank reserves the right to terminate the Agreement and block the card at any time, if it has any suspicions regarding the manner in which the card has been used.
- The card will remain in the possession of the Bank, which may, at its discretion, terminate the validity and/or block the card at any time. In that case, the client should stop using the card and immediately return it to the Bank. The client will be held liable if he/she continues to use the card after the expiration of its validity.

Legislation and competencies

Any use of a card that is not in accordance with the general rules for issuing and using a credit card will cause automatic cancellation of the card and the Bank shall be entitled to take legal actions against the client.