

**KOMERCIJALNA BANKA AD  
SKOPJE**

No. \_\_\_\_\_  
Skopje \_\_\_\_\_

**AGREEMENT  
for standing order for payments from transaction account to account holder**

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

1. Komercijalna Banka AD Skopje (hereinafter: the Bank) represented by Biljana Mitevska – Domestic Payment Operations Manager, on the one side, and
2. \_\_\_\_\_, (hereinafter: Client), represented by \_\_\_\_\_ on the other side.

**Article 1**

The Client

Transaction account No. \_\_\_\_\_  
Transaction account name \_\_\_\_\_  
Personal Reg. No. / Tax No. \_\_\_\_\_  
Contact address \_\_\_\_\_  
Contact tel.: \_\_\_\_\_

hereby authorizes the Bank, on his/her name and for his/her account, to make payments form the indicated transaction account, for:

**PP30**

Transaction account of the recipient \_\_\_\_\_  
Name of the recipient \_\_\_\_\_  
Bank of the recipient \_\_\_\_\_  
Amount \_\_\_\_\_  
Basis – payment order purpose \_\_\_\_\_  
Ref. No. – debit \_\_\_\_\_  
Ref. No. – credit \_\_\_\_\_  
Code of payment \_\_\_\_\_

**PP50**

Transaction account of the recipient \_\_\_\_\_  
Name of the recipient \_\_\_\_\_  
Bank of the recipient \_\_\_\_\_  
Amount \_\_\_\_\_  
Basis – payment order purpose \_\_\_\_\_  
Ref. No. – debit \_\_\_\_\_  
Payment account Ref. No. \_\_\_\_\_  
Budget user account \_\_\_\_\_  
Income code and program \_\_\_\_\_

Payment liabilities maturity:

Maturity date \_\_\_\_\_

Maturity period (monthly, quarterly, annually, etc.) \_\_\_\_\_

Maturity installments \_\_\_\_\_

## **Article 2**

The Client undertakes that on the date indicated for transfer of assets under this payment order, he/she will provide sufficient assets for realization of the respective liability, including assets for the respective fees thereunder, in accordance with the Bank's Terms and Conditions Applicable to Customers.

## **Article 3**

The Bank shall realize the payment from the transaction account of the Client up to the funds available on the account. Funds available on the account shall mean the statement of the transaction account on the previous day, decreased for all payments effected from the transaction account including the respective Bank's fees up to moment of determining the account balance, and increased for the inflows recorded thereon during the respective day and the amount of the approved and unutilized revolving credit.

## **Article 4**

The Bank shall realize the standing order on the due date indicated. If the payment due date is not business day, the payment shall be realized the following business day. If on the due date there are insufficient funds on the transaction account needed for realization of the payment under the standing order, the payment order shall be pending until the following first inflow of funds and will be realized in accordance with the payment orders realization sequence.

## **Article 5**

The Bank shall bear neither liability for the default interest calculated by the Payee nor any other liability if at the payment due date there are insufficient funds on the transaction account.

## **Article 6**

The Bank undertakes to make regular payments under the standing order, on the account of the transaction account holder.

## **Article 7**

For the purpose of realization of the services under this Agreement and on the basis of this Agreement, the Client undertakes to pay the Bank a fee to the extent, within terms and in a manner that is in accordance with the Bank's Terms and Conditions Applicable to Customers.

The Client shall, by executing this Agreement, authorize the Bank and shall issue to the Bank an irrevocable order to collect the fees and commissions of the previous paragraph of this article on the account of its transaction account.

## **Article 8**

This Agreement shall be concluded for indefinite period of time and may be terminated unilaterally in the following cases:

- the Bank may terminate the Agreement when there are insufficient funds on the transaction account for payment of the standing order liability on two consecutive due dates, after which the Agreement for standing order shall be deemed invalid;
- the Client may terminate the Agreement with a termination period of 5 days prior to the payment due date under notification sent to the Bank on either change of the previous instructions given or full termination of the Agreement for standing order.

**Article 9**

Any issue not covered by this Agreement shall be under the competence of the law regulations and Bank's Business Policy acts.

**Article 10**

Any dispute that may arise under this Agreement shall be under the competence of the court in Skopje.

**Article 11**

This Agreement is made in 2 (two) identical copies, out of which 1 (one) for each of the agreement parties.

**Article 12**

The Agreement shall be deemed concluded and shall enter into force on the date of its execution by both agreement parties.

**ACCOUNT HOLDER**

**KOMERCIJALNA BANKA AD  
SKOPJE**

\_\_\_\_\_  
(seal and signature of the authorized person)

\_\_\_\_\_