

**Annex Agreement to the
General agreement on prompt sale/purchase of securities with an
obligation for their repurchase/resale**

(General Repo Agreement)

Concluded in _____ on _____, between:

1. _____, (hereinafter: the contracting party)
2. _____, (hereinafter: the contracting party)

Article 1

In Article 2 of the General agreement on prompt sale/purchase of securities with an obligation for their repurchase/resale (hereinafter: General Repo Agreement), signed between the contracting parties on 01.02.2012, the definition "Working day" shall be amended and read as follows:

"Working day" shall denote:

- (a) Regarding the transfer of the funds in denars, the day on which MIPS (Macedonian Interbank Payment System) is open for operation;
- (b) Regarding the transfer of the funds in euros, the day on which TARGET 2 (Trans-European Automated Real-time Gross Settlement Express Transfer System) is open for operation;
- (c) Regarding the transfer of the ownership of the securities, the day on which the depositories in which the ownership of the securities is registered, are open for operation.

Article 2

In Article 2, the definition "Working day" shall be followed by two new definitions that read as follows:

"Agreed currency" shall be the currency used to transfer the funds related to the purchase and repurchase price of the securities.

"Basic currency" shall be the Macedonian denar (MKD), used to calculate the net exposure of all transactions concluded between the contracting parties and the transfer of the margin.

Article 3

In Article 5, paragraph 2 shall be amended

and read as follows:

"By way of derogation, in case of transfer of funds in euros and/or in cases when the securities that are subject to the transaction are not denominated in the basic currency, the contracting parties shall agree the order of the transfer of the funds and the ownership of the securities. In this case, the ownership of the securities can be transferred without transfer of funds, according to the principle "delivery without payment".

Article 4

Article 7 shall be amended and read as follows:

"In cases when the securities that are subject to the transaction are not denominated in the agreed currency, the cash obligations shall be calculated by applying the middle exchange rate published on the Exchange Rate List of the National Bank of the Republic of North Macedonia or other exchange rate that will be agreed by both parties, valid on the day of the calculation of the cash obligations."

Article 5

Article 11 shall be followed by a new Article 11 - a that reads as follows:

"In cases when the securities that are subject to the transaction are denominated in the agreed currency, when calculating the exposure, the contracting parties shall apply the agreed currency.

In cases when the securities that are subject to the transaction are not denominated in the agreed currency, when calculating the exposure one shall apply the basic currency and the middle exchange rate published on the Exchange Rate List of the National Bank of the Republic of North Macedonia or other exchange rate that will be agreed by both parties in the confirmation, valid on the day of the calculation of the cash obligations."

Article 6

In Article 12, paragraph 2 shall be followed by a new paragraph 3 that reads as follows:

"When calculating the net exposure, the contracting parties shall apply the basic currency."

Article 7

In Annex 1, in item 17 the words "for Denar evaluation of foreign currency securities and securities with FX clause" shall be deleted.

Article 8

This Annex Agreement shall enter into force on the day of its signing, with an indefinite period of validity.

Article 9

This Annex Agreement is drawn up in four (4) identical copies, by two (2) copies for each party.

Contracting party
Bank name

Authorized officer
Name and surname

Contracting party
Bank name

Authorized officer
Name and
surname
