Agreement between Macedonian Banking Association Skopje and ACI Financial Market Association

With this agreement, Macedonian Banking Association Skopje: Str. Nikola Kljusev No. 6, 1000 Skopje, Republic of North Macedonia (MBA) and ACI Financial Market Association: 8 Rue du Mail Paris 75002 France (ACI FMA), agree to establish an agreement for conducting the ACI on-line exams.

ACI – The Financial Markets Association is a global association representing wholesale financial markets professionals. ACI FMA will establish this agreement to conduct a testing center with MBA for conducting the ACI FMA's suite of exams www.acifma.com

1. DEFINITIONS
    a. For this agreement, "the Institutions" and "the Parties" shall mean the two institutions included in the agreement, MBA and ACI FMA.
    b. "Host Institution" shall mean the institution hosting the exams,MBA.
    c. "The Exams" shall mean the suite of exams offered by ACI (www.acifma.com).
2. PURPOSE OF THE AGREEMENT
    a. The purpose of this agreement is to establish a co-operation between the two institutions regarding the arrangement of the Exams. The agreement should aim to ensure the exam candidates have the possibility to write the Exams in their own country to receive an ACI certification.
3. COOPERATION SET UP
    a. SET UP OF EXAMS The host institution will support ACI FMA in arranging the Exams. This will include providing ACI FMA with a contact person, arranging logistics for the Exams, checking candidate IDs, supervising the Exams.
    b. TIME SCHEDULE The duration of the exams is different, lasting from two to four hours. Time schedules and dates will be decided by both Parties, as a minimum availability, with no guarantee that candidates will register for the agreed dates.
    c. EXAM REGISTRATION Should additional exam sessions be required, a request will be made to MBA to confirm availability before bookings will commence.
4. OBLIGATIONS OF THE HOST INSTITUTION
    a. ACI FMA and MBA will divide the tasks for conducting the Exams as follows:
        i. ACI FMA:
            1. Coordinate with exam candidates
            2. Confirm agreed dates and timeously request additional dates for the Exams, to MBA
        ii. Host Institution
            1. Provide an exam location in Str. Nikola Kljusev No. 6, 1000 Skopje, Republic of North Macedonia.
            2. Provide each exam candidate with a separate computer place, a properly working computer, and internet access.
            3. Provide pens and white paper for exam candidates.
            4. Ensure that registered exam candidates have access to the test center and that candidate's IDs are checked upon arrival.
            5. Ensure one staff member of MBA will supervise the exam on the exam date.
            6. Ensure that candidates do not cheat by using materials or devices other than white paper and a calculator, nor open other websites during the exams, nor open Excel or other calculation tools, nor save or photograph the exam questions.
            7. Submit a signed attendance list of exam candidates.
            8. Provide the number of computer places available for exams,

9. Confirm the names and contact details of the supervisors.
10. Give ACI FMA representatives access to the exam rooms at any exam date to verify the quality of the test center.
11. Ensure that no fees are charged by MBA to registered exam candidates, as all exam fees are pre-paid by candidates directly to ACI FMA.
12. Non-compliance with the above requirements will result in the test center losing its ACI test center status.

5. COSTS AND ADMINISTRATION
   a. COST REMUNERATION
      i. For the set up and conduct of the Exams, ACI FMA will pay a fee of EUR 50 per individual exam taken at MBA, paid to the Host Institution upon monthly invoice.

6. EXAM ACCESS DATA
   a. ACI FMA provides the on-line testing portal for the Exams.
   b. ACI FMA will provide data to access the online-exam, and training for MBA supervisors

7. NO EXCLUSIVITY AND COPYRIGHT
   a. This agreement establishes no exclusive rights.
   b. The Host Institution is not allowed to make copies of, nor edit, the exam test questions or grant access to third parties.
   c. The Host Institution requires ACI FMA's explicit consent for any use of any ACI material not stated herein.

8. LIABILITY
   a. The Host Institution and ACI FMA shall perform the services under this agreement in due time and in agreement with acknowledged quality standards. The Host Institution and ACI FMA shall be liable for all breaches of this agreement for which they are accountable. To the extent permitted by law, the liability of each party for slight negligence shall be limited to the typically foreseeable damage. This shall not affect the liability for premeditation and gross negligence.

9. BANK SECRECY, PRIVACY, MONEY LAUNDERING, MARKET TIMING
   a. The parties agree that the terms of the agreement are strictly confidential and may be neither disclosed nor transmitted to third parties without the other party's prior approval unless a party is obligated to do so under applicable law, administrative directives or case law.
   b. Each party shall be responsible for procuring that external legal advisors, for their part, hold such information in confidence, and each party undertakes to hold in confidence its entire knowledge of computer systems, know-how and, generally speaking, the affairs of the other party and its clients, as well as any non-public information to which it gains access regarding this agreement, and must not disclose such data unless it
   c. does so for purposes of this agreement,
   d. has obtained the other party's prior written approval or is required to do so by applicable law.
   e. The duties set forth in Items 9.a., 9.b., 9.c. and 9.d. survive the termination of this agreement.

10. TERM
    a. This agreement comes into effect on the day both parties have signed it and may be terminated by either party in writing subject to three months' notice with effect at the end of a month.
    b. Irrespective of the above provisions, this agreement may be terminated in writing for good cause at any time.

11. PERSONAL DATA PROTECTION
    a. According to Article 28 of Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR"), a personal data processing by a processor shall be governed by a contract.
    b. The data processing agreement between the parties is annexed as an Addendum to this agreement.

12. MISCELLANEOUS
    a. No rights under this agreement, or any part thereof, may be assigned to third parties without the other party's prior written approval.
    b. If a provision of this agreement is revealed to be ineffective, unlawful or unenforceable, the remaining provisions hereof continue in full force and effect, and the ineffective, unlawful or

unenforceable provision is to be replaced by one that is effective, lawful as well as enforceable and corresponds with the parties' economic interest. The same is true for any gaps found herein.

c. There are no oral subsidiary agreements. Changes and amendments to this agreement, including this clause, must be made in writing.

d. This agreement shall be amended at either party's request if the change requested is required by regulatory law. If one party declines to meet regulatory requirements, the other party may terminate this agreement according to Item 10b.

e. This agreement is subject to French law, and disputes arising from or regarding this agreement are settled by the courts of the City of Paris, France.

13. INSTITUTIONAL CONTACTS

a. The daily contacts will be handled by the following contacts from the institutions:

i. ACI FMA: Deborah Djian, ACI FMA Education, deborah.djian@acifma.com or Rui Correia, Director of Education ACI FMA, rui.correia@acifma.com at 8 Rue du Mail Paris 75002 France

ii. MBA: Milena Perchinkova, Executive Secretary milena.perchinkova@mba.mk at Str. Nikola Kljusev No. 6, 1000 Skopje, Republic of North Macedonia

The agreement has been accepted by Mrs. Maja Stevkova - Shterieva as President of the Macedonian Banking Association Skopje on _____(date).

and the Director of Education ACI FMA, Rui Correia, 8 Rue Du Mail Paris 75002, France _____ [date]

_____   _____

Rui Correia   Maja Stevkova - Shterieva
(Director of Education ACI FMA)   (President of Macedonian Banking Association)

ADDENDUM – DATA PROCESSING AGREEMENT

This data processing agreement (the "Data Processing Agreement") is an Addendum to and shall form part of the Agreement between [Institution] and ACI FMA (the "Test Center Agreement"). This Data Processing Agreement is meant to ensure the parties' compliance with the requirements imposed by the applicable data protection laws and regulations.

1.   Definitions.
The capitalized terms will have the meanings set forth below:
"**Instruction**" means any documented instruction, written or by data input, received by Processor from ACI Financial Market Association under the Test Center Agreement and this Data Processing.
"**Personal Data**", "**Process or Processing**", "**Data Subjects**", "**Controller**", "**Processor**" shall have the same meaning as defined under GDPR, Article 4.

2.   General Provisions.
2.1. Type and Scope of Processing of Personal Data. [Institution] processes Personal Data collected from the candidates or transferred from ACI FMA to [Institution] per ACI FMA´s Instructions within the scope of the Test Center Agreement as agreed in for the duration of the arrangement of the exams, in particular the obligations listed in clause 4 of the Test Center Agreement.
2.2. Data Subjects. Data Subjects may include ACI FMA´s end users and employees.
2.3. Categories of Personal Data. The personal data processed by [Institution] include, as determined at the sole discretion of ACI FMA: name and email address of candidates.
2.4. Data Controller. In accordance with all applicable data protection laws, ACI FMA shall be the data controller and [Institution] shall be the data processor processing data on ACI FMA's behalf.

3.   [Institution]'s Responsibility.
3.1. Collection, Processing and Use of Personal Data. Any Processing of the Personal Data by [Institution] will only be within the scope of ACI FMA's Instructions.
3.2. Processing and Storage of Personal Data. [Institution] processes all ACI FMA Data that may contain Personal Data either in data centers operated by [Institution] or in data centers operated by [Institution]'s sub-processors, as listed hereinafter:
- Sub-processor 1
- Sub-processor 2

This list of sub-processor shall be updated every year and provided to ACI FMA.
3.3. Confidentiality and Data Secrecy. [Institution] only entrusts the Processing of Personal Data to such employees and contractors who have undertaken to comply with data confidentiality requirements.
3.4. Technical and Organizational Measures of [Institution]. Within its responsibility, [Institution] shall implement and maintain appropriate technical and organizational security including but not limited to:
- Taking measures to prevent unauthorised access to and use of Personal Data.
- Taking measures to prevent unauthorised reading, copying, modification and/or deletion of Personal Data during electronic transmission and/or storage.
- Taking measures to prevent transfer of Personal Data to any unauthorised person/entity.
- Ensuring a record is maintained of access to Personal Data.
- Taking measures to ensure that Personal Data remains available and is not accidentally destroyed or lost.
- Taking measures to ensure that Personal Data from ACI FMA can be processed using logical separation from personal data from other customers of [Institution] .

[Institution] has established and maintains the technical and organizational measures at its own discretion and in accordance with technical developments to increase data security.
3.5. Security Incident Notification. In the case of a confirmed unauthorized access by a third party of Personal Data ("Security Incident"), [Institution] will notify ACI FMA without undue delay after [Institution] becomes aware of the Security Incident via the email address specified by ACI FMA in Clause 11 and with the information regarding the Security Incident then available for [Institution] to enable ACI FMA with its notification requirements to the supervisory authority under European Data Privacy Laws.
3.6. Assistance to Controller. [Institution] shall take all reasonable steps to assist ACI FMA in meeting ACI FMA's

obligations under Articles 32 to 36 of GDPR taking into account the nature of the Processing under this Agreement.

3.7. **Demonstrating Compliance.** [Institution] shall provide all necessary information in order to demonstrate [Institution] and ACI FMA's compliance to this Data Protection Agreement and European Data Protection Laws.

3.8. **Illegal Instructions.** [Institution] shall notify ACI FMA immediately if it considers that an instruction from ACI FMA is in breach of European Data Protection Law, and [Institution] shall be entitled but not obliged to suspend execution of the instructions concerned, until ACI FMA confirms such instructions in writing.

4. **Personal Data Subjects Requests.** Data subjects whose Personal Data are processed pursuant to this Data Processing Agreement, have the right to request access to such Personal Data. They also have the right to request correction, erasure and blocking and portability of such Personal Data under conditions established by European Data Protection Laws. Such requests shall be addressed to, and considered by ACI FMA, who is responsible for ensuring such requests are handled in accordance with European Data Protection Laws. [Institution] will implement appropriate technical and organisational measures to assist ACI FMA with its obligations in connection with data subject requests. To the extent ACI FMA, does not have the ability to correct, amend, block or delete Personal Data, as required by European Data Protection Laws, [Institution] shall comply with such Instructions.

5. **Personal Data Deletion/Return**. To the extent ACI FMA requests the deletion or return of their Personal Data upon termination of the Test Center Agreement, [Institution] shall comply with such Instructions within one (1) month.

6. **Sub-processors**

6.1. **Existing Sub-processor.** ACI FMA agrees that [Institution] shall be entitled to use sub-processors listed in clause 3.2. [Institution] has entered into an agreement with the applicable sub-processor which ensures that such sub-processor shall be obliged to meet equivalent obligations to those set out in this Data Processing Agreement and where the Standard Contractual Clauses are applicable, where the sub-processor is located in a third country which does not provide adequate protection for personal data, [Institution] has entered into the Standard Contractual Clauses with such sub-processor.

6.2. **Adding Sub-processors.** At least fourteen (14) calendar days prior to authorizing any new sub-processor to access Personal Data, [Institution] will provide notice to ACI FMA.

7. **Contact Information and Notifications:**

For all notifications to [Institution]:

For all notifications to ACI FMA:

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