

# UniCredit Bank Hungary Zrt.'s General Terms and Conditions

Effective from 1<sup>st</sup> July 2012

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# UniCredit Bank Hungary Zrt.'s General Terms and Conditions

Effective from 1 July 2012

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## I. GENERAL PROVISIONS

### 1. Introductory provisions

- 1.1. These General Terms and Conditions (hereinafter: General Terms and Conditions) include general terms and conditions for legal transactions between UniCredit Bank Hungary Zrt. (seat: 1054 Budapest, Szabadság tér 5-6., number of operating licence: I-1400/2001. issue date of operating licence: 10 August 2001. and I-1523/2003. on 1st December 2003. No. of original operating licence: F-20/1992. dated 28 February 1992.) (hereinafter: Bank) and its Clients with a binding effect upon both the Bank and the Client without any specific stipulation, unless any individual agreement or the special regulations applying to different transaction types of credit institutions (Terms and Conditions for Retail/Corporate Clients, Bank Card Terms and Conditions, General Terms and Conditions for Investment Services and Additional Services) (the Terms and Conditions and the above regulations shall be hereinafter jointly referred to as: Business Regulations) provide otherwise. The general provisions of these Terms and Conditions shall apply in cases where the special business regulations relating to the transaction types of credit institutions or – in the absence of such regulations – the special provisions of these Terms and Conditions pertaining to the given activity do not provide otherwise.
- 1.2. The authority supervising the Bank is the State Financial Supervisory Authority (1013 Budapest, Krisztina krt. 39.)
- 1.3. In matters not regulated by the specific agreement between the Bank and the Client, business regulations relating to the particular transaction types of credit institutions shall apply. In the absence of such regulations, these Terms and Conditions, or in matters not regulated therein, the provisions of prevailing legislation shall be applicable. With regard to certain banking transactions – especially for orders related to foreign trade – the appropriately published/announced international agreements and regulations (standards) shall also apply.
- 1.4. The Business Regulations are public information, and may be viewed by anyone on the Bank's web site: [www.unicreditbank.hu](http://www.unicreditbank.hu) or at the premises of the Bank open to Clients. The Bank shall make its Business Regulations available to the Client upon request, free of charge.
- 1.5. The List of Conditions is an inseparable part of these Terms and Conditions.
- 1.6. In the case of consumers and micro-enterprises, the Bank may initiate the modification of the Framework Agreement concerning cash services at least two months before the modification takes effect. Detailed rules regarding the modification of the Framework Agreement are contained in section "Amendment of the Framework Agreement" of these Terms and Conditions.
- 1.7. For agreements concluded between the Bank and the Client for the purpose of loan or any other financial services, the Bank's rights to the unilateral modification of contracts are governed by the provisions of the Bank's Terms and Conditions for Retail Clients as well as of the Bank's Terms and Conditions for Corporate Clients and Municipalities.
- 1.8. The Bank reserves the right to unilaterally amend the Terms and Conditions and the List of Conditions whenever a new service is launched. Such supplements and amendments shall also apply, from the moment they come into force, to contracts already concluded.
- 1.9. Should any provision or part of a provision of any contract concluded between the Bank and the Client become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. In such cases, the Bank

and the Client shall replace the invalid or unenforceable provision with a valid or enforceable provision that is as close as possible in terms of business content and purpose to the provision being replaced.

1.10. The Bank hereby declares that it has joined the Code of Conduct – principles of fair conduct by financial organisations engaged in retail lending and it undertakes to accept the provisions of the Code as binding upon itself from the date of its entry into force.

1.11. Moreover the Bank hereby declares that it has joined the Code of Conduct on pre-contractual information to be given to consumers by lenders offering home loans and fulfils its obligation to adhere to the Code as of 11<sup>th</sup> June 2010.

## 2. Definitions

1. **“Data Protection Act”** shall mean Act CXII of 2011 on Informational Self-Determination and Freedom of Information.
2. **“Transfer”** shall mean a payment service conducted upon instruction of the Client as paying party, where the account of the Client as paying party is debited in favour of the beneficiary; it may also refer to official transfers as well as to transfers based on summons.
3. **“Signature Card”** shall mean a document designed by the Bank and forming an inseparable part of the Framework Agreement, containing the model signatures of authorized signatories in connection with the agreement, issued upon conclusion of the agreement between the Client and the Bank.
4. **„Agreements subject to data supply”** in accordance with Section 2, Art. 5 of the CCIS Act shall mean credit/ financial loan agreements, the issuance of non-cash payment instruments and the provisions of related services, undertaking of guarantees or bank guarantees or any other banker’s obligations, the provision of investment loans or securities lending as well as student loan agreements as defined by law.
5. **“Bank Business Day”** shall mean a day on which the Bank conducts business activities as per its effective opening hours, so when the Bank is open for the purpose of executing payment transactions.
6. **“Bank Holiday”** shall mean a day on which the Bank conducts no business activities.
7. **“Domestic Payments Activity”** shall mean all payment transactions in which the payment service provider of both the paying party and the beneficiary provide their payment services within the boundaries of the Republic of Hungary.
8. **“Collection”** shall mean a payment service provided upon the beneficiary’s instructions where debiting of the paying party’s Payment account in favour of the beneficiary shall take place on the basis of the paying party’s consent given to the beneficiary, to the beneficiary’s bank or to the paying party’s own bank.
9. **“Bszrt”** shall mean the Act CXXXVIII of 2007 on investment enterprises and commodity market service providers as well as on the rules of activities they may perform.
10. **“Breakdown of Costs”** shall mean a document making part of the Account Statement which contains an itemized list of all fees, costs and other payment obligations related to the payment services, payable by the Client being a consumer or a micro-enterprise to the Bank.
11. **“Personal Identifier”** shall mean the payment account, or in the absence thereof any combination of letters, numbers or symbols assigned to the Client by the Bank for the purpose of clear identification of the beneficiary.
12. **“EEA State”** shall mean any Member State of the European Union or any other state that is party to the Agreement on the European Economic Area.
13. **“EEA Currency”** shall mean the official currency of an EEA State.
14. **“Payment Transaction within EEA”** shall mean a payment transaction where the payment service provider of both the paying party and the beneficiary, or the sole payment service provider performing the transaction provide their services in the territory of the EEA, and such services are provided either in Euros or in the currency of an EEA state outside the eurozone.
15. **“Value Date”** shall mean the day which is taken into account by the Bank for the calculation of interests for any amount debited or credited to the Payment account.
16. **“Paying Party”** shall mean any entity
  - a) which, as the owner of the payment account, approves any payment order to be executed from its payment account, or
  - b) which submits a payment order in the absence of any payment account, or

- c) whose payment account is debited due to any official transfer order or to any transfer based on summons.
17. **“Payment Transaction”** shall mean the execution of any order initiated by the paying party, the beneficiary, the person authorized to issue official transfer orders or the issuer of the summons for transfer, following a certain method of payment, irrespective of the legal relationship between the paying party and the beneficiary.
18. **“Payment Account”** shall mean any account opened in the name of the Bank’s Client for the purpose of executing payment transactions specified by relevant legislation or these Terms and Conditions; this may include bank accounts, current accounts, cash accounts, accounts for limited purposes as well as credit card accounts.
19. **“Authentication”** shall mean a process enabling the Bank to verify the use of the method of payment replacing cash, including personal security features thereof.
20. **“Hpt”** shall mean the Act CXII of 1996 on credit institutions and financial undertakings.
21. **“Written Form”** shall mean any written amendment to the framework agreement, including any modification of limits through recorded phone conversations, with the stipulation that limit modifications made over the phone shall be subsequently confirmed in writing by parties at any time upon request of either party.
22. **“Language of Communication”** shall mean the language of the banking service agreement making part of the Framework Agreement.
23. **“Beneficiary”** is the entity that is entitled to funds concerned by the payment transaction.
24. **“Framework Agreement”** shall mean an agreement incorporating all business regulations, lists of conditions, announcements, forms designed by the bank, the List of Conditions and the table of exchange rates pertaining to the payment service provided (including the agreements related to the Service), concluded between the Bank and the Client, which determines all essential conditions for payment orders and payment transactions (including the opening of payment accounts) based on the framework agreement, for a given period.
25. **“CCIS”** shall mean the central credit information system recognized by the Hungarian Financial Supervisory Authority (in Hungarian: “KHR”).
26. **“CCIS Act”** shall mean Act CXXII of 2011 on the Central Credit Information System.
27. **“List of Conditions”** shall mean the set of conditions set forth in lists of conditions and announcements published in the manner required by the relevant legislation and these Terms and Conditions, pertaining to non-individual transactions between the Bank and the Client.
28. **“Micro-enterprise”** shall mean any legal entities and unincorporated business organizations which – at the time the framework agreement is concluded, based on the information at the Bank’s disposal – have a total headcount of less than 10, and whose annual turnover or balance sheet total in the business year preceding the year when the agreement is concluded is not more than EUR 2 million or HUF equivalent based on the official exchange rates posted by the National Bank of Hungary on the last day of the business year preceding the year when the agreement is concluded.
29. **“International Customs”** shall mean among others the “Uniform Customs and Practice for Documentary Credits”, the “Uniform Rules for Collections”, the “Uniform Rules for Contract Guarantees” and the “Uniform Rules for Demand Guarantees”, as amended time to time, issued by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris (hereinafter jointly referred to as: “ICC rules”).
30. **“Cash Account”** shall refer to the Payment account opened or having been opened by the Account Owner for the purpose of conducting transactions within the framework of its regular business activities, based on an obligation stipulated by law.
31. **“Pft”** shall mean the Act LXXXV of 2009 on providing payment services.
32. **“Pmt”** shall mean the Act CXXXVI of 2007 on the prevention of money laundering and terrorist financing.
33. **“Reference Data”** shall mean any information, including the personal particulars of a registered person, which may be handled by the financial enterprise managing the Central Credit Information System in accordance with the Hpt.
34. **“Reference Data Provider”** shall mean a financial institution active in at least one of the fields specified under sections b)-c) or e)-f) of Article 3 (1) of the Hpt., the Student Loan Centre, a legal entity exclusively active in undertaking guarantees and acting as a joint and

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several guarantor, or an investment undertaking having a licence to provide investment loan or involved in lending securities within the meaning of the Bszt. For the purposes of these Terms and Conditions this shall be the Bank.

- 35. “Making available”** shall mean a method of providing information to clients by the Bank where the Bank makes subsequent information available to the Client upon the Client’s request once in a month free of charge through Internet Banking or Mobil Banking, or send it by post upon the Client’s request submitted through Telebank, or by delivering it in person to the Client upon his/her request in a branch.
- 36. “Account Statement”** shall mean subsequent information sent to the Client in relation to any Order executed in the Client’s Payment account based on the Framework Agreement, or any Order executed without using any Payment account if the Client has no Payment account maintained with the Bank.
- 37. “Account Owner”** shall mean a natural person, or a legal entity or unincorporated business organization qualifying a Micro-enterprise to which the Bank provides payment services, has a valid bank account agreement or consolidated securities account agreement with the Bank, or is a card holder having a credit card agreement.
- 38. “Durable Medium”** shall mean any instrument which enables the Client to store information addressed personally to him/her for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored; that is, any information sent by the Bank to the Client on paper.
- 39. “Telecommunication Tool”** shall mean any device making it possible to make a statement of agreement in the absence of parties for the purpose of concluding a framework agreement or a one-off agreement for a payment transaction.
- 40. “Order of Performance”** shall mean the document forming an inseparable part of the List of Conditions, in which the Bank sets out the dates (Value Dates) by which it completes the tasks arising from the performance of Orders.
- 41. “Client”** shall mean any private individual, legal entity, unincorporated business organization or any other organization for whom/which the Bank provides financial, supplementary financial, investment or supplementary services; this definition also includes the Account Owner.
- ### 3. Representation
- 3.1. Pursuant to Pmt, the Bank is obliged to identify the Client – together with authorized representatives – by means of vetting, and in doing so the Bank is entitled to verify the personal identity of the Client, its proxy holder, the persons with rights of disposition, and any representative. For this purpose, the Bank shall require the documents listed in the below section I.3 to be presented and also verify their validity. The Bank shall upon written approval of the Client make a photocopy of such documents and certificates.
- 3.2. The Bank shall apply client vetting as per section I.3.1 in the events defined in Pmt (among others, when entering into a business relationship, or if a transaction order reaches a limit specified in any legislative provision).
- 3.3. When establishing the identity of a person, the Bank shall require the following documents to be presented by the Client:
- a) in the case of a natural person:
    - aa) an official document held by a Hungarian citizen suitable for certifying his/her identity (that is, identity card, passport, or driving licence in a card format) and an official document certifying the home address,
    - ab) in the case of a foreign natural person, a passport and a personal identification card provided that it entitles him/her to stay in Hungary, or any other document certifying or granting a right of residence,
  - b) in the case of a legal entity or unincorporated organization, the person authorized to proceed in the name or upon instruction of the organization shall present – in addition to the document specified in sub-section a) of this section – a document not older than 30 days, proving that:
    - ba) in the case of a domestic business organization, that it has been registered by the Court of Registration, or submitted an application for registration; or, in the case of a sole trader, that a sole trader’s licence was issued or the sole trader has submitted an application to the district central notary to this effect,
    - bb) in the case of a domestic legal entity, that it has been recorded by the authorities or the court if this is required for the entity to be established,
    - bc) in the case of a foreign legal entity or unincorporated organization, that it has been registered or entered into the official records in accordance with the law of the country in which it is based;

- c) the deed of foundation of the legal entity or unincorporated organization (articles of association, bylaws) prior to its submission to the court of registration, the authorities, or the courts, of its application for registration by the court of registration, the authorities, or the courts. In this case, the legal entity or unincorporated organization shall submit a document to the Bank, certifying that it was duly incorporated or entered into official records within 30 days following incorporation or registration by the authorities or the courts; furthermore, the Bank shall record the company registration number or any other registration number of the organization. In doubtful cases, the Bank is entitled to request additional documents.
- 3.4. The authorization for representation must be certified by a public document or a private document providing full evidence.
- 3.5. Personal identity and/or the right of representation may – based on a statutory provision, an international agreement, the Business Regulations or the provisions of the agreement between the Bank and the Client – also be certified by means of other documents.
- 3.6. If the Client submits a foreign language document to the Bank to prove his/her identity or right of representation or any other fact, the Bank shall be entitled to request an authenticated Hungarian translation of such document or to have it translated at the Client's expense. The Bank shall not be liable for any damage arising from the inspection or translation of such document.
- 3.7. When performing a client vetting, the Bank shall record the following data:
- a) natural persons
    1. first name and family name (name at birth) and the married name, if any,
    2. home address,
    3. date and place of birth,
    4. nationality,
    4. mother's maiden name,
    6. type and number of the identification document,
    7. in the case of a foreign natural person, the place of residence in Hungary in addition to the data listed in sections 1-6 of this sub-section a);
  - b) legal entity or unincorporated organization
    1. name and abbreviated name,
    2. the registered seat, or the address of the branch office in Hungary if the company is registered abroad,
    3. in the case of a legal entity registered with the Court of Registration, the company registration number, or in the case of other legal entities the number of the decision on its establishment (entering into records, incorporation) or its registration number,
- and, in the cases defined in the Pmt:
4. core activity,
  5. names and positions of persons with rights of representation,
  6. the identification data of the service agent;
- c) the most important data of and related to the business relationship and the transaction order.
- 3.8. The Client shall make a written declaration to the Bank to the effect that it acts on his own or on behalf and interest of its actual owner (within the meaning of the Pmt). Should any doubt arise at any time regarding the identity of the actual owner, the Bank shall call upon the Client (repeatedly) to give a written statement on the actual owner.
- 3.9. Prior to entering into a business relationship or executing a transaction order, or – if it is necessary to avoid any interruption in the normal course of business, and money laundering or terrorist financing is unlikely to occur – at latest by the date of execution of the first transaction order, the Bank shall carry out the verification of identity of the Client and the actual owner. If the Client is a legal entity or an unincorporated organization, following vetting of the person acting on its behalf or upon its instructions, it is also necessary to carry out the vetting of the legal entity or unincorporated organization itself.
- Any Client who is domiciled abroad is obliged to make a written statement to the Bank, specifying whether he/she is considered an important public figure under the laws of his/her home country, and if so, under which provision of the Pmt he/she is considered as such.
- 3.10. The Client shall inform the Bank in writing or in person of all changes in the data recorded during client vetting or in the person of the actual owner according to Pmt within five working days after he/she obtains knowledge of such changes. The Bank shall accept no liability in the event that the Client does not provide notification of changes in such data, or does so too late, or provides incorrect data, or if the Client has originally supplied incorrect or false data.
- 3.11. The Bank shall record and keep all data and documents that come to its knowledge concerning the Client upon performance of client vetting during the life of their contract relationship as well as for a period of eight years following termination thereof.



- 3.12. The Client acknowledges that if the Bank is unable to perform client vetting as specified in section I.3 of these General Terms and Conditions – including the case where the Client does not agree to the identification procedure making part of vetting or to the verification of his/her identity, or if client vetting under Pmt cannot be performed due to any other reason, or if any natural person domiciled abroad refuses to make a statement concerning his/her status as an important public figure –, the Bank shall refuse to execute the transaction ordered by the Client through the bank account for the given Client, or shall refuse to enter into a business relationship or to perform any transaction order, or shall terminate the business relationship existing with that Client.
- 3.13. The Bank shall regard the representatives registered with it as the Client's representatives until any competent department of the Bank receives written notification of withdrawal of the right of representation in a form accepted by the Bank, supported by appropriate documents.  
The Bank shall not be liable with respect to any damages that occur in the course of the performance, non-performance or late performance of the Client's instructions due to any legal disputes arising on the Client's side in relation to the changes in the right of representation of the Client.
- 3.14. The Client shall provide the Bank with a duly issued Signature Card, and undertakes to inform the Bank of any changes in the content of the Signature Card without delay. The Bank shall keep an electronic record of the signatures of the Client, its representative, the person with rights of disposition and any other person specified by the Client as a permanent proxy holder. The Bank is obliged to check the authenticity of signatures on all of the Client's written instructions. The Bank shall compare the signature on each written instruction with the specimen signature recorded electronically. If the instruction is not signed in the manner recorded with the Bank, the Bank shall be entitled to return the instruction to the Client together with an explanation, and shall not be liable for any damages arising therefrom.
- 3.15. The Bank is entitled to ask its Clients for a proxy in the form of a public document or a private document providing full evidence. Should the conditions of the proxy – according to the Bank's judgment – not be sufficiently clear, or should there be a need to examine other documents in addition to the instrument of proxy or the conditions indicated in the instrument of proxy in order to interpret its content, or should the Client provide the proxy in a manner that is not customary at the Bank, or otherwise disregard the format and content requirements, the Bank shall not be obliged to perform the instruction given based on the proxy.
- 3.16. The specimen signatures of employees acting on behalf of the Bank in a given case shall, upon the Client's request, be made available to the Client for inspection in the Bank's premises.
- ## 4. Orders
- 4.1. The order shall clearly specify the exact name of the Client, the subject of the transaction and all data necessary for the transaction to be executed, prescribed by the Bank, the international rules applying to payment transactions (e.g. SEPA Rulebook), legislative provisions and International Customs. If the Client has provided incorrect or insufficient data for executing the order, or if the order is incorrect from the linguistic point of view, the Bank shall not be liable for any damage that arises as a result. On the other hand, in the case of incoming payment orders to perform against the Client's bank account, the Bank shall verify whether the name and number of the bank account to be debited match those of the account owner's account according to the registry of the Bank.
- 4.2. The Bank shall not be liable for any damage arising from the fact that the various copies of the payment order have been filled out differently, or that the person submitting the order has misled the Bank or the Client. In terms of performance, the copy of the payment order that remains with the Bank shall be regarded as the authentic one.
- 4.3. The Bank shall, if requested, forward the documents, bill of exchange, cheque, other printed securities, banknote related to the performance of orders – by a method selected with due care as it may reasonably be expected of it – at the Client's risk and expense.
- 4.4. The Client is entitled to submit his/her orders to the Bank in writing (by post, or by submitting a form in the Bank's branches), or based on a separate agreement via the Bank's electronic banking or telephone banking services. For orders that are not submitted on the form applied by the Bank, the Bank shall be entitled to charge a separate fee as specified in the List of Conditions. The Bank shall be entitled to return any orders submitted with a signature error, illegible content or missing data without the order being executed. The Bank shall also

consider time-stamped transfer orders placed in the collecting box designed for this purpose in the branch as orders submitted in the branch.

- 4.4.1. Only transfer orders for domestic transfers denominated in HUF, requiring no VIBER transaction, and submitted on the Bank's form used for this purpose may be placed in the collecting box.
- 4.4.2. Orders placed in the collecting box shall be time-stamped by the Client using the time stamper in the proximity of the collecting box prior to putting them into the collecting box. Order placed in the collecting box, which do not bear the date of receipt printed by the Bank's time stamping system shall not be considered complete nor be executed by the Bank.
- 4.4.3. The Bank shall not be liable for any damages arising from the failed execution of transfer orders which have been placed in the collecting box by the Client disregarding the above requirements.
- 4.5. Electronic letters that have been sent via any computer network to the Bank's electronic mailing address shall not be considered as orders.
- 4.6. In the interest of the secure fulfilment of orders given over the telephone, the Bank may in certain cases request that the Client confirms the order, prior to fulfilment, by telephone or by fax. The Bank shall not be liable for any damages resulting from any mistake, misunderstanding or error that occurs during the transfer of information using the telephone or by fax – including the eavesdropping of the phone calls by unauthorized persons.
- 4.7. The Bank is entitled to transform the type of the payment order into another, executable payment order type. The transformation is solely allowed in order to facilitate the performance of the payment order or the optimization of the choice of the settlement systems available for the performance of the payment order. The content of the payment order shall not be altered and the Bank shall arrange the performance of the altered payment order within the same period of time than the time would be needed for the performance of the payment order defined by the Client. The Bank shall not be liable for any damages arising from situations where the Client submits a given type of payment order to the Bank but the order – due to any legislative provision or rule applied by international payment systems – may only be executed through another type of payment order (this refers to the possibility of executing orders in general or by the time required), and while modifying the type of the payment order the content of the order is altered due to the features of the payment system to be applied. The Bank is entitled to modify such payment orders in a way to make it possible to execute them; modification shall only take place in the interest of the Client's payment order to be executed.
- 4.8. Orders shall be submitted by the Client to the Bank during such hours and on such dates that leaves the Bank sufficient time to execute them. The receipt, and the time of receipt (year, month, day, hour, minute) of any order, notice or other document sent to the Bank shall be certified by the data printed on the document by the Bank's time stamping system. The placing of an order in the Bank's post-box does not mean that it has been received by the Bank. With respect to orders sent electronically, the time of receipt shall be the electronic time of receipt registered and recorded by the Bank's IT system.
- 4.9. If the Client requires the order to be executed at a particular future time or wishes it to be executed in a manner that differs from the usual practice, he must draw the attention of the Bank to this on the order. The Client shall be liable for any potential extra costs incurred due to this, as well as for any damages arising from any failure to indicate such requirements in advance.
- 4.10. The Bank shall consider any order to be fulfilled on a given date and received by the Bank before the due date (standing order, order with value date) as an order received earlier than the ones received and to be executed on the given due date.
- 4.11. In the prevailing List of Conditions, the Bank shall specify the cut-off time within the Bank Business Day – for each type of transaction – up to which the Bank shall perform its tasks relating to the fulfilment of received orders with no specification of a later value date on the given day. After this time, the Bank shall consider any orders with no specification of a later value date received on the given day as arrived on the Bank Business Day following the day in question, except the cases described section 3.8. Orders with the specification of a later value date shall be considered to be received on the value date and the Bank shall perform its tasks deriving from the order on the value date previously to the non-advantageously ranking orders received on the given date.
- 4.12. The Bank shall only start and perform the processing of the Client's orders by the deadline specified in

its List of Conditions if all data necessary for such performance – including identification of the persons with rights of disposition – as well as the financial coverage necessary are available to the Bank. Deadlines specified in the List of Conditions shall only be adhered to by the Bank if payment orders are completed with correct and accurate data, and require no separate handling. The Bank reserves the right to make any corrections if according to its judgment it is possible to complete the missing data based on the ones provided on the order, but as a result, the parties may consider as if the payment order was received on the next Bank Business Day, or the Bank may refuse to execute the order without any consideration. The Bank shall inform the Client of such rejection. The Bank may perform partial execution if only a part of the necessary coverage is available, should a legislative provision so require. The Client understands that if there is a lack of funds, the Bank shall put the order(s) on hold and place it/them in a queue. If, on the first Bank Business Day following the submission and/or value date of the order(s) uncovered, the funds are made available, the Bank shall perform the transfer(s) that are on hold prior to executing the transfer orders that arrive on that day. If the required funds are still not available, the Bank shall – unless prohibited by a provision of the law – may delete the transfer orders on hold within 3 Bank Business Days calculated from the original receiving and/or value date. The Bank shall accept no liability for any damages arising from such procedure. If the fulfilment of the order is prevented by any other obstacle, the Bank shall inform the Client about this.

### Conversion

- 4.13. If the processing of the order requires conversion between different currencies, and if, following launching of the conversion process, the order cannot be executed due to a lack of data, the Bank shall be entitled to keep the funds originating from the conversion on a non-interest-bearing suspense account until it receives the missing information from the Client, or an order for the item to be cancelled. Any damage arising from late fulfilment due to the need to supplement the data, or from any exchange loss resulting from cancellation, shall be borne by the Client.
- 4.14. In case of case of orders requiring conversion, submitted in a currency different from the currency of the account, the Bank is blocking on the Payment account until the debiting of the account a maximally 4 % extra coverage in excess of the counter-value of the amount of the order converted to the currency of the account to be debited, in order to cover eventual changes in exchange rates.

The Bank calculates the coverage amount and on basis of that the blocking at the exchange rate applicable on the day previous to the processing day of the payment order set forth in the List of Conditions. The debiting of the transaction shall take place on the day according to the List of Conditions, at the exchange rate actually posted by the Bank, and at the same time the blocked amount will be released. If the appropriate financial coverage including the extra coverage necessary according to the present section, is not available on the account to be debited on basis of the payment order, the Bank is henceforth treating the order as an uncovered order according to section 4.12. of present General Terms and Conditions. The Client and the Bank agree that if it would be necessary due to exchange rate changes arising from actual financial processes, the Bank is entitled to request extra coverage in excess of the 4 % measure. The Bank undertakes no liability for damages arising from the blocking of the extra coverage due to eventual changes in exchange rates respectively from the treatment of the order as uncovered order.

### Withdrawal and modification of orders

- 4.15. The client may neither withdraw nor modify payment orders following their receipt by the Bank. Any request for withdrawal or modification sent by the Client shall be examined by the Bank making every effort to fulfil the Client's request for withdrawal or modification. If the Client also determined a debit date, he/she shall be entitled to withdraw the payment order by the Bank Business Day immediately preceding the debit date, by the cut-off date of the Bank Business Day as specified in the List of Conditions for the given order type. In the case of payment orders initiated by or through the beneficiary, the withdrawal of the payment order requires the consent of the beneficiary.
- 4.16. The Client shall provide the Bank with instructions relating to the withdrawal or modification of submitted orders in writing or through the telephone or electronic bank service. Instructions submitted for the withdrawal or modification of orders shall be clearly indicated as such. In the event of withdrawal or modification of an order, the Bank shall be entitled to charge a separate fee, as specified in the List of Conditions.
- 4.17. In the case of withdrawal or modification instructions received according to section 4.14, the Bank shall perform the reverse booking of the executed order, and regard the reversal as having been carried out, only as soon as it receives approval and confirmation from the third party concerned (i.e. the beneficiary and/or the recipient bank) and after the counter-value of the

cancelled order was transferred back to the Bank. All costs associated with the withdrawal or modification of the order shall be borne by the Client. In the case of withdrawal or modification of a foreign currency transfer order given by the Client to the Bank, the Client shall bear the related exchange risk. The Bank shall accept no liability for any damage arising in relation to the withdrawal or modification. In the event of withdrawal or modification of an order, the Bank shall be entitled to charge a separate fee, as specified in the List of Conditions.

### Exchange rates

4.18. Unless otherwise agreed, orders received to be processed and executed on the same day and requiring conversion shall be executed by the Bank using the foreign exchange buying/selling rate posted by the Bank at latest by 3.00 pm, listed on the basis of market processes of the given day. The Bank shall perform conversion through HUF, that is, when performing conversion between two different currencies, it applies the buying rate for the currency of the order and the selling rate for the currency of execution. Daily exchange rates applied according to this section shall be published by the Bank every day in a so-called table of exchange rates on the website [www.unicreditbank.hu](http://www.unicreditbank.hu) and in its branches. If the Client agreed upon a special exchange rate with the Bank for a given payment transaction requiring conversion, in relation to which the Client submits a special order for FX transfer between accounts, the Client shall refer to the transaction with special exchange rate in the respective field of the order, in the manner required by the Bank. Any extra costs incurred or damage arising from any omission to do so, or due to any wrong reference made on the order to any transaction with special exchange rate without being entitled to such rates, shall be borne by the Client. The Bank reserves the right to apply the rate effective by the time of processing of the order or – subject to the value of the order exceeds the value specified in the List of Conditions – a single rate derived from the market rates subject to the following conditions: there is a significant difference between the Bank's quotation and the market rate due to the actual market rate changes and the order is submitted during the period set out in the List of Conditions.

### Rejection of orders by the Bank

4.19. The Bank shall refuse to execute any order that conflicts with any provision of the law.

4.20. The Bank shall compensate the Client for any damage arising from the late or erroneous execution of payment

orders or from the erroneous debiting of the bank account if the damage occurred for reasons imputable to the Bank. The Bank is entitled to correct any credit or debit entry made by it in error without any instruction of the Client to this effect. For wrong entries made through the Bank's fault, no commission shall be charged.

4.21. The data or instructions indicated in the "Notes" ("Közlemény") section of the order slips are only intended for the beneficiary of the payment; they do not affect the Bank's rights or obligations, and the Bank does not check their accuracy. The Bank shall solely check the fields on the payment order those are compulsory to be checked by the virtue of law.

4.22. The Bank accepts from its Client keeping a bank account with the Bank and also from Clients keeping no bank account with the Bank cash payments for paying customs duties (customs and non Community tax) and for fulfilling customs duty deposit according to the Bank's rules related to payments at the cash desk. The payment of customs duty in cash shall be considered fulfilled on the day when the amount paid is credited to the public account of the Hungarian Customs and Finance Guard. In order to certify the payment of customs duty, the Bank forwards the customs authorities the data of the cash payment order as well as of any other payment order submitted by clients for the purpose of paying customs duty against payment of a special fee defined in the prevailing List of Conditions; regarding the forwarding of data to customs authorities, the Client giving such orders releases the Bank from the obligation to keep bank secret.

## 5. Date and place of performance

5.1. The place of performance of payment obligations arising in the course of relations between the Bank and the Client shall be the organizational unit of the Bank which the Client concluded an agreement with or which is providing the given financial/supplementary financial service, or the account management institution where the Bank maintains its own account.

5.2. The time of performance of any payment made in the Bank's favour – if the Client's bank account is maintained by the Bank – is the day when the Bank debits the Client's bank account, otherwise the day when the amount is credited to the Bank's account or to another bank account designated by the Bank; in case of cash payments, the day when the cash amount is deposited at the cash desk of the Bank, and in the

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case of amounts paid at a post office, the day when the amount is credited to the Bank's account.

- 5.3. The time of performance of the Bank's payment obligations towards the Client is the day when the Bank's account is debited or, if the Client keeps its bank account with the Bank, the day when the amount is credited to the Client's bank account.
- 5.4. The Bank shall fulfil the tasks deriving from the execution of payment orders by the time (Value Date) defined in the effective provisions of law on cash transactions, and in the provisions of the Bank's Order of Performance.
- 5.5. The Client understands that, in the course of performing foreign exchange transactions, the Bank takes into account the bank holidays of the various countries involved. If the expiration date of a loan or deposit as defined in the agreement, or the due date of any costs or fees falls on a Bank Holiday, then – unless the agreement between the Parties provides otherwise – the Bank shall regard the first Bank Business Day following the Bank Holiday as the due date, unless the Bank Holiday falls on the last day of the month, since in the latter case – in the absence of a provision to the contrary in the agreement – the last Bank Business Day preceding the Bank Holiday shall be the due date.

### 6. Bank secret, management of personal data, data supply to third parties

- 6.1. Bank secret shall mean any fact, information, solution or data that relate to the identity, data, financial position, business activity, management, ownership structure and business relations of the Client, as well as to the balance and activity of his/her bank account managed by the Bank or to his/her agreements concluded with the Bank.
- 6.2. Bank secrets may only be disclosed to a third person in the cases and under the conditions specified in the prevailing provisions of Hpt.
- 6.3. Pursuant to the provisions of CCIS Act, credit institutions (as reference data providers) are obliged to join the Central Credit Information System and supply data as stipulated in the CCIS Act. Furthermore, the Bank as Reference Data Provider shall supply the Reference Data handled by it immediately to the financial enterprise managing the CCIS, and shall do so with respect to any modification of Reference Data already supplied.

6.4. The Bank has an obligation to supply information:

6.4.1. For **natural persons** in the following cases:

- 6.4.1.1. subsequently to signing the Agreement subject to data supply, and the modification of the registered reference data (standard obligation for data supply),
- 6.4.1.2. with regard to data concerning the amount and currency of the capital debt of the Client, by the fifth banking day of the month following month under review to the financial enterprise handling CCIS, and if the Client
  - 6.4.1.3. provides false information or uses counterfeit or forged documents when entering into a loan/ credit agreement, or initiating the conclusion of an agreement for financial leasing, the provision of payment services, the issuance of electronic money or non-cash payment instruments and the provisions of related services, undertaking of guarantees or bank guarantees or any other banker's obligations, or the provision of investment loan or securities lending, and this may be proved by documents,
  - 6.4.1.4. or the use of this serves as basis for the Court's final decision to establish a criminal offense as defined in Art. 274-277 of Act IV of 1978 on the Penal Code,
  - 6.4.1.5. fails to meet his/her payment obligations provided for under the Agreement subject to data supply, and the amount being unpaid and overdue exceeds the monthly minimum wage applicable at the time of such payment becoming overdue, and such default exceeding the amount of minimum wage lasts more than ninety days in a row. For the same natural person, the breach of agreement has to be considered separately for each legal relationship if several legal relationships exist at the same time,
  - 6.4.1.6. if the court, as a result of the Client using a non-cash payment instrument, establishes by a final judgment that the Client has committed a crime as defined under Article 313/C of the Penal Code.
- 6.4.1.7. The Bank is obliged to supply the data within two days in the cases listed in section 6.4.1.1. and 6.4.1.3 – 6.4.1.6, and the start date of deadline calculation shall be:
  - 6.4.1.7.1. the date of signing of the Agreement subject to data supply in the case referred to in section 6.4.1.1.

- 6.4.1.7.2. the expiration of the time set forth in section 6.4.1.5.
- 6.4.1.7.3. the availability of the document proof in the case listed in section 6.4.1.3.
- 6.4.1.7.4. the time of acquiring knowledge of the final court decision in the cases referred to in sections 6.4.1.4. and 6.3.1.6.

6.4.2. For **enterprises** in the following cases:

- 6.4.2.1. subsequently to signing the Agreement subject to data supply, and the modification of the registered reference data (standard obligation for data supply),
  - 6.4.2.2. with regard to data concerning the amount and currency of the capital debt of the Client, by the fifth banking day of the month following month under review to the financial enterprise handling CCIS, and fails to fulfil the payment obligations undertaken in the Agreement subject to data supply when the overdue, not yet paid debt remains outstanding for more than 30 days.
- if the Client
- 6.4.2.3. fails to perform its payment obligation according to an Agreement subject to the data supply and the unpaid and overdue debt exists for a period exceeding thirty days.
  - 6.4.2.4. is in breach because a claim in the amount of more than one million Hungarian forints is registered against the Client's payment account due to the lack of funds for a period exceeding thirty days.
  - 6.4.2.5. is in breach of any obligation undertaken in an agreement concerning the acceptance of non-cash payment instruments, and if due to this reason such agreement was suspended or terminated., and
  - 6.4.2.6. The Bank is obliged to supply the data within two days in the cases listed in section 6.4.2.1. and 6.4.2.3 – 6.4.2.5, and the start date of deadline calculation shall be:
    - 6.4.2.6.1. the date of signing of the Agreement subject to data supply in the case referred to in section 6.4.2.1.
    - 6.4.2.6.2. the expiration of the time set forth in section 6.4.2.3., 6.4.2.4.
    - 6.4.2.6.3. the availability of the document proof in the case listed in section 6.4.2.5.

6.5. The Bank's obligation to provide notifications:

- 6.5.1. In the cases outlined in sections 6.4.1.1., 6.4.1.3.–6.4.1.6 and 6.4.2.1., and 6.4.2.3.–6.4.2.5. the Bank informs the Client of the handover taking place within a maximum of five banking days of the handover to the financial enterprise handling CCIS.

The Bank shall obtain the written consent of the natural person Client regarding his/her details being taken over from the CCIS by a different reference data supplier prior to handing over the reference data to the CCIS. This consent may be provided by the natural person Client at any time during the period when the data is registered in the CCIS. The Client's consent is not necessary for taking over data handed over and managed on the basis of sections 6.4.1.3-6.4.1.6. If the Client will not consent to his/her data being taken over from the CCIS, the CCIS will only contain the following data:

- 6.5.1.1. date and place of the statement
- 6.5.1.2. identification details of the reference data supplier
- 6.5.1.3. identification details of the Client
- 6.5.1.4. a comment containing the refusal of consent.

The natural person Client's written statement giving or refusing consent is applicable to the Client's every Agreement subject to data supply. If the Client changes the contents of the written consent, or withdraws or grants his/her consent regarding the Agreements subject to data supply at a later date, in all cases the natural person's latest written statement shall prevail in all his/her Agreements subject to data supply.

During the preparation of the Agreement subject to data supply, prior to signing the agreement, the Bank informs the natural person handling the matter in writing about the prevailing rules regarding CCIS, about the aim of the register, the rights of the person whose data is registered, the fact that data handled by CCIS may only be used for purposes defined by law, about the fact that his/her details will be handed over in circumstances defined in Agreement 6.4.1.1. and 6.4.2.1., as well as that they may be handed over in circumstances defined in sections 6.4.1.3 – 6.4.1.6.

30 days before the scheduled data handover according to section 6.4.1.5, the Bank informs the natural person about the fact that his/her reference details as defined in Agreement 6.5.2.1.1.-6.5.2.22 will be entered into the CCIS unless he/she fulfils her obligations laid down in the agreement. At the time of the signing of the agreement, the natural person certifies by his/her signature that he/she understands the information he/she received regarding this matter.

Prior to signing the agreement, the Bank is duty bound to inform enterprises in writing that in circumstances defined in Sections 6.4.2.2.-6.4.2.4., the reference data might be entered

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into the CCIS. This information must indicate the purpose of handing over the data, the type of data being handed over, and it must state the fact that after the data is entered into the CCIS, the financial enterprise handling the reference data may pass the reference data to other reference data suppliers for purposes defined in the CCIS Act.

6.5.2. Information that must be supplied to and registered by the Central Credit Information System after January 1, 2006 or April 1, 2006:

6.5.2.1. regarding natural persons:

- 6.5.2.1.1. Name
- 6.5.2.1.2. Name at birth
- 6.5.2.1.3. Date and place of birth
- 6.5.2.1.4. 6.5.2.1.4. Mother's maiden name
- 6.5.2.1.5. ID or passport number or the number of any identification document suitable for certifying personal identity (according to Act LXVI of 1992 on the registration of personal data and addresses of citizens),
- 6.5.2.1.6. Address
- 6.5.2.1.7. Mailing address
- 6.5.2.1.8. electronic mailing address

### Data of the Agreement subject to data supply:

- 6.5.2.1.9. the type and identification number of the agreement,
- 6.5.2.1.10. the date of the signing, expiration and termination of the agreement,
- 6.5.2.1.11. the type of client (debtor, co-debtor),
- 6.5.2.1.12. the agreement amount
- 6.5.2.1.13. the amount and the currency of the instalment of the contractual amount,
- 6.5.2.1.14. the method and frequency of the payment of instalments,
- 6.5.2.1.15. the date on which the conditions described in Section 6.4.1.4. subsist,
- 6.5.2.1.16. the amounts overdue and not yet paid when the conditions described in Section 6.4.1.4. subsisted,
- 6.5.2.1.17. the method and termination date of the overdue and not yet paid debt,
- 6.5.2.1.18. notes regarding transfer of the claims to another reference data supplier, notes referring to any litigation,
- 6.5.2.1.19. prepayment,
- 6.5.2.1.20. date of prepayment,
- 6.5.2.1.21. the prepaid amount and the amount and currency of the outstanding capital debt,
- 6.5.2.1.22. the amount and currency of the outstanding capital debt,

- 6.5.2.1.23. 6.5.2.1.23. the date and grounds for the rejection of the application,
- 6.5.2.1.24. documents used for evidence,
- 6.5.2.1.25. the number of the final court ruling,
- 6.5.2.1.26. the name of the court acting in the case,
- 6.5.2.1.27. the contents of the operative part of the ruling,

### Data regarding the use of no cash payment instruments:

- 6.5.2.1.28. the type and number of the no cash payment instrument,
  - 6.5.2.1.29. the time of cancellation,
  - 6.5.2.1.30. the time, number and amount of the transaction carried out with the cancelled no cash payment instrument,
  - 6.5.2.1.31. the number of unauthorized uses,
  - 6.5.2.1.32. the amount of damages,
  - 6.5.2.1.33. the time of the finalisation of the court ruling,
  - 6.5.2.1.34. notes referring to any litigation.
- 6.5.2.2. Information that can be registered regarding enterprises:
- 6.5.2.2. Identification data:
- 6.5.2.2.1. company name, name
  - 6.5.2.2.2. registered seat
  - 6.5.2.2.3. tax number
  - 6.5.2.2.4. registration number, number of the private entrepreneur's entrepreneur ID

### The details of the agreement subject to data supply:

- 6.5.2.2.5. the type and identification number of the agreement,
- 6.5.2.2.6. the date of the signing, expiration and termination of the agreement,
- 6.5.2.2.7. the method of the termination of the agreement,
- 6.5.2.2.8. the contractual amount,
- 6.5.2.2.9. the amount and the currency of the instalment of the contractual amount,
- 6.5.2.2.10. the method and frequency of the payment of instalments,
- 6.5.2.2.11. the date on which the conditions described in Section 6.4.2.3. subsist,
- 6.5.2.2.12. the amounts overdue and unpaid when the conditions described in Section 6.4.2.4. subsisted,
- 6.5.2.2.13. the due date and amount of the overdue and unpaid debt,
- 6.5.2.2.14. the method and termination date of the overdue and unpaid debt,
- 6.5.2.2.15. notes regarding transfer of receivables to another reference data supplier, notes referring to any litigation,
- 6.5.2.2.16. fact of prepayment,
- 6.5.2.2.17. date of prepayment,

- 6.5.2.2.18. the prepaid amount and the amount and currency of the outstanding capital debt,
- 6.5.2.2.19. the amount and currency of the outstanding capital debt,

**Data regarding accounts where spooled claims are registered:**

- 6.5.2.2.20. the number of the agreement regarding the opening of the account,
- 6.5.2.2.21. the amount and currency of the spooled claims,
- 6.5.2.2.22. the start and end date of the spooling of the claims,
- 6.5.2.2.23. notes on any litigation.

**Data regarding agreements on the acceptance of no cash payment instruments:**

- 6.5.2.2.24. the date of the signing, expiration and termination of the agreement,
- 6.5.2.2.25. notes on any litigation.
- 6.6. Request for information by the Client concerning data entered in the Central Credit Information System

6.6.1. Anyone is entitled to request information of any reference data provider on their data registered in the CCIS and on the reference data provider having supplied those data.

6.6.2. Those registered in the CCIS are entitled to unlimited access to their own data and information regarding who accessed the data, when, and on what grounds; therefore, no costs or other fees may be charged.

6.6.3. The reference data provider shall forward the request of the client referred to in section 6.6.2. immediately, but latest within two banking days to the financial enterprise handling CCIS, which shall send the requested data enclosed to the reference data provider within three days. The reference data provider shall send the data immediately, but latest within two banking days as of receipt to the Client enclosed, posted with delivery note.

**6.7. Management and deletion of reference data by the CCIS**

6.7.1. The financial enterprise managing the CCIS shall handle the reference data subject to data handover as described in Sections 6.4.1.1. and 6.4.2.1. deletes the data permanently, in an irretrievable manner within one working day of the termination of the agreement.

6.7.2. At the time signing the Agreements subject to data supply, the Bank informs in writing the natural

person signing the agreement about the possibility that the financial enterprise managing the CCIS may handle the data following the termination of the agreement, at the request of the natural person. At the time of signing the agreement or during the agreement's validity, the registered natural person may request in writing the financial enterprise managing the CCIS, through the reference data supplier, to handle his/her data for up to five years following the termination of the agreement. The consent to data handling after the termination of the agreement may be withdrawn in writing at any time. This is done through the reference data supplier while the agreement is valid and directly through the financial enterprise managing the CCIS after the termination of the agreement.

6.7.3. Prior to signing the agreement subject to data supply, in order to foster informed decision-making, the Bank informs the natural person of the data taken over from the CCIS, and the Bank's conclusions based on the data regarding the natural person's creditworthiness, and if necessary, informs the natural person about the risks of taking out loans.

6.7.4. The financial enterprise managing the CCIS handles the reference data for five years from the date determined in section 6.7.5. Following the expiration of five years, or if the natural person withdraws his/her consent for the further handling of the data in accordance with Section 6.7.2., the financial enterprise managing the CCIS deletes the data permanently, in an irretrievable manner.

6.7.5. The start date of calculation of the period defined in section 6.7.4.:

- a) in cases described in Sections 6.4.1.5. and 6.4.2.3., if the debt is still outstanding, the end of the fifth year from the date of the data supply ,
- b) the date of supplying data in the cases described in sections 6.4.1.3., 6.4.1.4. 6.4.1.6. and 6.4.2.5
- c) the last day of the spooling of claims in case of 6.4.2.4.,
- d) for enterprises, the date of termination of the contract.

6.7.6. The financial enterprise managing the CCIS shall immediately and definitively delete the reference data if the reference data supplier cannot be determined, or if he/she learns that the reference data were entered to the CCIS unlawfully.

6.7.7. The financial enterprise managing the CCIS deletes the reference data supplied in accordance with



Section 6.4.1.5. permanently, in an irretrievable manner without delay, one year after the payment of the overdue outstanding debt in the case of the payment of outstanding debts that arose from agreements subject to data supply.

### 6.8. Legal remedies, objections and recourse to legal action by the Client

6.8.1. The Client may object to the supply of its reference data to the financial enterprise managing the CCIS, or to the manner of handling of such data by the financial enterprise managing the CCIS, and may request the correction or deletion of the reference data, by submitting such written request to the reference data provider supplying the reference data to the financial enterprise managing the CCIS, or to the financial enterprise managing the CCIS.

6.8.2. The financial enterprise managing the CCIS is duty bound to send the complaint within two working days of its receipt – while also informing the registered person – to the reference data supplier who supplied the reference data subject to the complaint to the financial enterprise managing the CCIS, except if the reference data supplier was terminated without a legal successor, and the claim resulting from the Agreement subject to data supply has not been transferred to another reference data supplier, or the person of the reference data supplier is cannot be determined.

6.8.3. If the reference data provider accepts the objection, it shall supply the reference data to be corrected or deleted immediately but within five working days at the latest – by notifying the Client of this fact at the same time – to the financial enterprise managing the CCIS, which shall register such changes immediately, but within two working days as of the closing of the enquiry at the latest.

6.8.4. The financial enterprise managing the CCIS register the changes immediately, but within five working days at the latest even if the reference data provider has ceased to exist without succession and the claim arising from the Agreement subject to data supply has not been transferred to any other reference data provider, or if the identity of the reference data provider cannot be established and so the objection submitted was examined.

6.8.5. The financial enterprise managing the CCIS shall provide notification on such correction or deletion

immediately, but within two working days at the latest to all reference data providers which have requested reference data during the year preceding the correction or deletion on the registered entity.

6.8.6. The Client may bring an action against the reference data provider or the financial enterprise managing the CCIS due to the unlawful supply or management of his/her recorded reference data, or the correction or deletion thereof. The statement of claim shall be submitted to or sent by registered post to the competent local court having jurisdiction where the Client is domiciled within thirty days upon receipt of the information on the examination of the objection. If such deadline is missed, the Client's justification for the delay may be accepted. he Client may also bring an action if the reference data provider or the financial enterprise managing the CCIS fail to meet their notification obligations defined in CCIS Act. In such cases, the timeframe available for submission of the statement of claim shall be calculated from the date of expiration of the deadline set for the notification to be given.

6.9. Pursuant to the Hpt., the transfer of data by the Bank to a foreign financial institution shall not constitute a breach of bank secrets if the Client (the data subject) has given his/her written consent to this and if, at the foreign financial institution (data manager), the conditions for data handling satisfying the requirements set by Hungarian law are met with respect to each item of data, and if the state in which the foreign financial institution is seated has statutory regulations on privacy that satisfy the requirements set by Hungarian law.

6.10. According to Hpt the disclosure by the financial institution to an intermediary being in contractual relationship with the financial institution of data pertaining to the fulfilment of the contract relating to financial services intermediated by the intermediary shall not constitute a breach of bank secrecy. On the basis of that, if the contract entered into between the Client and the Bank on financial services or activities auxiliary to financial services has been established by involvement of an intermediary and the Client has breached the contract – especially if the Client has not duly performed its payment obligations to the Bank – the Bank is entitled to inform the intermediary on basis of Section 54 (1) q) of Hpt by providing data pertaining to the performance of the contract on financial services intermediated by the intermediary in order to enable the Client to contact the Bank either in

writing, by telephone or personally, to re-establish the due fulfilment of the contract.

6.11. The Bank is entitled to record images, using video and photographic equipment, of the individuals and Clients entering its premises, and to store and use such images exclusively for security purposes. Without the client's consent, the Bank shall not make the pictures or voice recordings public, except in cases specified by law.

6.12. In compliance with its obligations under the Data Protection Act., the Bank shall inform the Client of the fact that the disclosure of data by the Client is voluntary, except the cases defined in this section. Mandatory data disclosure is required from the Client – among others – by the Hpt.; by the Pmt.; by the Act CXX of 2001 on the capital market (Tpt.); by the Bszt., and the governmental and ministerial decrees issued based on any authority derived from these provisions of law. The purpose of such data disclosure is to allow the Bank to fulfil its obligations as defined by the laws relevant to the Bank as well as its obligations undertaken in the agreement concluded between the Client and the Bank. The legal basis for data management is made up by the laws listed above as well as the consent of the Client. The Bank's registration number for data management: 03064.

Handling and processing the personal data of the Client shall only be permitted for the Bank and to those persons to whom the Bank forwards data based on relevant legislation or on the Client's approval especially for the purpose of risk analysis, consolidation, marketing, market research or client satisfaction survey, as well as within the framework of credit procedures, in particular credit assessment in order to prepare and make lending decisions. The Bank shall manage the personal data of the Client disclosed to it only as long as such management is required to comply with its obligations and to exercise its rights under the law. Except for the employees of the Bank, personal data of the Client may only become known to persons who are authorized to that by way of law or with the consent of the Client. The Client may, within the limits defined by the Data Protection Act, request information from the Bank concerning the management of his/her personal data, and may request the correction or – with the exception of data management required by law – the deletion or blocking of his/her personal data. The Bank shall respond to the request of the Client in writing within 30 days. The Client may object to the management of his/her data in the cases defined in the Data Protection Act. The Bank shall review such objections within 15 days,

and shall inform the Client of the findings of the review in writing. If the Client disagrees with the decision of the Bank, he/she shall be entitled to turn to the court within 30 days from the communication of such decision. The Client may apply to the National Data Protection and Freedom of Information Authority or to the court in the case of violation of his/her rights attached to the management of his/her personal data.

6.13. The Bank is entitled to forward the data of the Clients – including the personal and financial data of the Client, and the information relating to the fulfilment of his/her obligations and of his/her willingness to pay – obtained in connection with the Client based on his/her authorization to any member or unit of the Bank Austria Creditanstalt-, Bayerische Hypo Vereinsbank or UniCredit groups (hereinafter jointly: Group Members) in order for the existing obligations of the Bank based on law to be fulfilled, and for the purposes of consolidation, risk analysis, sale of services and marketing.

6.14. The Bank shall ensure that the entities to which it supplies data handle such data in compliance with legislative provisions concerning bank and securities secret as well as the prevailing legislation on privacy.

6.15. The Client is entitled to give instructions at any time in order not to be directly contacted by the Bank for direct marketing purposes. Such instructions may be given in person at any branch, or – in a manner allowing for his/her personal identification – by a letter sent to the Bank's registered seat, or by e-mail to leiratkozas@unicreditgroup.hu.

## 7. The Bank's liability

7.1. If the Bank receives and forwards documents based on the order of the Client, it shall verify them only in terms of whether they are consistent with the order. The Bank shall not, however, be liable for the authenticity, validity and content of such documents.

7.2. The Bank shall effect payments and deliver documents to any person only if it deems, as per the inspection of documents and based on the order and/or legislative provisions, to be authorized to receive the payment or the documents.

7.3. The Bank shall check, with a level of care that may be expected of a financial institution, the documents presented for the purpose of proving a person's identity, right of representation or authorization. The Bank

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shall accept no liability for the authenticity of such documents, nor for their being forged or counterfeit if it cannot be ascertained by careful inspection.

- 7.4. If the Bank has serious doubts regarding the authenticity or validity of the order, it shall be entitled to refuse the order without any reason. The Bank shall accept no liability for any damages arising from the refusal of the order. The Bank shall not be liable for any damages arising from the fulfilment of any order whose false or forged nature could not be ascertained by the careful inspection that may be expected.
- 7.5. The Bank shall not be liable for any damages arising from force majeure, domestic or foreign legislation or measures taken by any domestic or foreign authority.
- 7.6. Should the Bank have to translate documents received or forwarded based on the Client's instructions, or have to interpret a document drawn up according to the laws of a foreign state, it shall not be held liable for any damages originating from this. The Client shall bear the costs of translation.

### 8. Use of agents

- 8.1. The Bank is entitled to avail of the services of a third party if necessary in order to perform an order received from the Client, the costs of which shall be borne by the Client. The Bank shall be liable for the performance of the third party to the same extent as for its own performance. If the liability of the third party involved is limited by law or by the contract between the Bank and the third party, the Bank's liability shall be adjusted accordingly. If, during the performance of the contract, the Bank avails of the services of a foreign bank, financial institution or settlement agent (e.g. VISA International, correspondent bank, clearing house), the performance in conformity with contract shall be governed by international agreements and regulations (customs). The Bank reserves the right to unilaterally choose its correspondent bank.
- 8.2. The Bank is entitled to outsource any activities related to its business as well as any activities it is required to conduct under the law, which are aimed at data management, data processing or data storage, provided that all requirements in connection with privacy are adhered to. The scope of activities outsourced by the Bank and the unit performing them are contained in the inseparable annex of these Terms and Conditions, which the Bank is entitled to unilaterally modify in the case of

any change in the outsourced activities or in the units performing them.

- 8.3. The Bank may avail of the services of third parties in order to execute the Client's orders if it deems it to be necessary or serving the Client's interests, or if it is usual in the normal course of business. The Bank shall not be liable for the activity and any negligence of the third party engaged by it provided that it had acted with as much professionalism and due care as it is reasonable in the circumstances in selecting, giving instructions to and controlling the given person. Unless otherwise agreed by the parties, costs charged to the Bank by such third persons shall be borne by the Client. Regarding the costs incurred in connection with engaging such third persons, the Bank may only provide information to the extent that it is in possession of such information. The Bank shall not be liable for the selection, involvement or omission of the third person if such person was assigned upon the Client's instructions or based on any legislative provision.

### 9. Cooperation, information, notification

- 9.1. The Bank and the Client shall duly cooperate throughout their contract relationships, and in the course of this cooperation they shall inform each other without delay of any important facts relevant to the banking transaction as well as of any changes therein, in particular, of any changes in their names, addresses, telephone numbers, representatives, owners, financial position or business situation, as well as of all other changes concerning their identity and legal status. Any damage arising from failure to meet these obligations shall be borne by the defaulting party. The Bank reserves the right to send such information to the Client in a written form, by post.
- 9.2. Both the Bank and the Client shall make their notices to each other, their orders and their agreements in writing, or shall confirm them in writing. Electronic letters sent to an electronic mailing address shall not be considered a written form, or written confirmation/notification.
- 9.3. The Parties shall respond to any questions related to the transaction or addressed by one to the other within 15 days at the latest, and shall draw each other's attention to any errors or omissions.
- 9.4. The Bank shall send its notifications (Account Statements, Breakdowns of Costs) once they are printed, put in envelopes and posted by the Bank

itself or by a third party engaged by the Bank to the postal address specified by the Client. The Bank is not obliged to send any documents and notices to the Client by registered post with or without return receipt requested. Failing proof to the contrary, sending shall be deemed to have been made if a copy of the original document (including a copy that can be printed out at any time from a computer) is in the Bank's possession, and if the signed delivery register, receipt or the Bank's records kept for this purpose proves it. Unless legislative provisions concerning postal delivery or the agreement between the Parties provide otherwise, the Bank shall be entitled to consider the written notice delivered to the Client in Europe after 5 days from posting, or outside of Europe after 15 days from posting. With regard to notices affecting a wide range of Clients, the existence of just one copy as per the above shall be sufficient for the purpose of proving that the circular has been sent. If the Bank serves data substituting account statement on electronic way by the virtue of electronic connection with the Client, the Parties consider the time of arrival of the data to the Client as it is registered by the informatics system of the Bank. The Bank shall not be held liable if, due to any incorrectness or change in the name or address provided by the Client, or for any other reason outside the Bank's control, the delivery is delayed or fails. If the Client is a consumer or a micro-enterprise, the Bank shall send an Account Statement in a paper format once a month, and shall make available the Breakdown of Costs once a month to such a Client.

- 9.5. If an electronic connection exists between the Client and the Bank, data sent electronically shall substitute the Account Statement, but upon request of the Client the Bank shall provide the Client with a printed copy of the Account Statement, for which service the Bank shall be entitled to charge an additional fee. The Bank shall provide the Client with a printed copy of the Account Statement once in a year or at contract expiration without fee, cost or other payment obligation. If the Client is a consumer or micro-enterprise, the Bank shall charge no fee, cost or other payment obligation for making available or delivering the Account Statement once in a month. If the Client is not a consumer or micro-enterprise, the Bank shall charge no fee, cost or other payment obligation for making available or delivering the Account Statement once in a year.
- 9.6. Upon the Account Owner's request, as a separate service, the Bank shall send the Account Statement in several copies to the Account Owner against payment of an

extra fee according to the prevailing List of Conditions. The Bank is entitled to post the Client's Account Statements to send to the same postal address in the same envelope.

- 9.7. Upon the Client's written request and at the Client's risk, the Bank shall retain the correspondence and deliver mails at the Bank's premises. The Bank shall keep the Client's Account Statements staying in the branch for 3 months; after this period of time if the Client appears, the Bank shall be entitled to charge a fee for the replacement of the account statement.
- 9.8. If the Client chooses to use the Bank's post-box (c/o) service, the Bank shall place all notices in that box unless otherwise agreed. The Bank shall be entitled to regard the notice as having been received by the Client on the first Bank Business Day following placement of the notice in the Client's post-box.
- 9.9. The Client shall send his/her written notices to the Bank to the address where the Bank keeps the Client's account or, if the Bank does not keep any bank account for the Client, to the address where the contract was concluded. Regarding the receipt of written notices sent by the Client, the Bank's records shall be used as evidence.
- 9.10. Bank information made available to the Client shall only serve the Client's purposes. The Bank does not allow copying of the information provided by it in any format, nor their forwarding without authorization.
- 9.11. Upon the Bank's request, the Client shall have any contract concluded with the Bank in relation to a particular transaction, or any statements made to the Bank in connection with the transaction, put in a notarial deed at his/her own expense.

## 10. Verification of and objections to the Bank's notifications

- 10.1. The Client shall review the correctness and completeness of the bank account statements, settlements of securities, deposit and yield reports, other settlements, notifications regarding the fulfilment of orders and information related to expected payments and remittances (hereinafter: Notifications) without delay, to check them continuously and to raise potential objections regarding these and the Bank's other notifications – including any unauthorized transaction observed – in writing or over the phone (06/40-50-40-50) to the Bank within 8 days from receipt. If no such

objection is raised within this time, the Client shall be deemed to have accepted the Notification as accurate.

10.2. Any damage caused by any failure, whether due to wilful misconduct or negligence, to perform the obligations mentioned in section I.9.1 shall be borne by the Client.

### 11. Complaint management

#### 11.1. Rules of complaint management for natural persons

11.1.1. Within the meaning of this section I.11.1., Client shall mean any natural person (as well as his/her proxy holder) who gets in business contact with the Bank without concluding any contract with the Bank for financial services, supplementary financial services, investment services or supplementary investment services.

11.1.2. The Client may lodge a complaint in person or in writing, in any branch office of the Bank, by mail addressed to the central address of the Bank (1054 Budapest, Szabadság tér 5-6.) or by e-mail to [panasz@unicreditgroup.hu](mailto:panasz@unicreditgroup.hu), or over the phone at the Telefonbank's phone number 06-40-50-40-50 or by fax to the 06-1-374-7838 fax number.

11.1.3. The legal representative acting on behalf of the Client shall attach its proxy given by the Client.

11.1.4. Complaints made in person shall be investigated by the Bank without delay, and remedied to the extent possible by an immediate action. If the Client does not agree with the immediate action or such action is not possible, the Bank shall draw up a record of the complaint. The Client shall receive a copy of the record drawn up of the complaint from the Bank. Based on the record, the Bank shall further proceed in accordance with the rules set out in these Terms and Conditions concerning written complaints.

11.1.5. Complaints lodged using the phone number provided for complaint management, as well as any relating communication between the Client and the Bank shall be voice recorded. Voice recordings shall be kept by the Bank for five years following recording, and within this timeframe the Bank shall make it available upon the Client's request. In case of a complaint through phone – if its immediate investigation should not be possible or the Client should not agree with the arrangement – the Bank shall prepare a minutes of the complaint and send

its copy with the Bank's answer as set out in clause 11.1.6. accordingly to the Client.

11.1.6. The Bank shall investigate the Client's written complaint immediately, and inform the Client of its standpoint and actions regarding the complaint together with a short explanation in writing, by sending such response within 30 days from receipt of the written complaint to the address specified by the Client.

11.1.7. Should the Client not agree with the result of investigation of his/her complaint lodged, he/she shall be entitled to seek legal remedy through other forums. The Client may submit his/her complaint or application for legal remedy to the following organizations, having in mind the subject matter and the competencies of the organizations listed below:

- Pénzügyi Szervezetek Állami Felügyelete (Hungarian Financial Supervisory Authority) (1013 Budapest, Krisztina krt. 39., central mailing address: 1535 Budapest BKKP Pf.: 777, phone: +36 1 489 9100)
- Gazdasági Versenyhivatal (Hungarian Competition Authority) (1054 Budapest, Alkotmány u. 5. mailing address: 1245 Budapest Pf.: 1036, phone: +36 1 472 8900)
- Financial Arbitration Board (1013 Budapest, Krisztina krt. 39., mailing address: 1525 Budapest BKKP Pf.: 172, phone: + 36 1 489 9100).
- The Client may also assert his/her claim through civil law actions.

11.2. The Bank informs the Client that the Bank declares its submission to the arbitration procedure and – in the absence of negotiated settlement – accepts the decision of the Financial Arbitration Board as binding, if the value of the transaction being the basis of the subject of the legal dispute is maximally 3 million HUF and the amount claimed by the Client is maximally 1 million HUF. Rules of complaint management for non-natural persons

11.2.1. Within the meaning of this section I.11.2, Client shall mean any legal entity or unincorporated business organization, other organization or authority (as well as their proxy holder) which get in business contact with the Bank without concluding any contract with the Bank for financial services, supplementary financial services, investment services or supplementary investment services.

11.2.2. The Client may lodge a complaint in person or in writing, in any branch office of the Bank, by mail

addressed to the central address of the Bank (1054 Budapest, Szabadság tér 5-6.) or by e-mail to [panasz@unicreditgroup.hu](mailto:panasz@unicreditgroup.hu), or over the phone at the Telefonbank's phone number 06-40-50-40-50 or by fax to the 06-1-374-7838 fax number. Complaints made in person shall be investigated by the Bank without delay, and remedied to the extent possible by an immediate action. If the Client does not agree with the immediate action or the immediate action is not possible the Bank shall prepare a minutes of the complaint. The Bank shall hand over the copy of the minutes of the complaint to the Client. The Bank's procedure based on the minutes shall be the same as the procedure set out to the written complaint in this General Terms and Conditions. If the Client does not agree with the immediate action or such action is not possible, the Client may also lodge its complaint in writing.

11.2.3. The complaint received on the phone number established for the dealing with complaints and the verbal communication in connection with it shall be recorded. The Bank shall keep the record for a year from the recording and shall arrange the listening and/or shall make available the internally certified minutes made of the record free of charge. In case of a complaint through phone – if its immediate investigation should not be possible or the Client should not agree with the arrangement – the Bank shall prepare a minutes of the complaint and send its copy with the Bank's answer as set out in clause 11.2.5. accordingly to the Client.

11.2.4. The legal representative acting on behalf of the Client shall attach its proxy given by the Client.

11.2.5. The Bank shall investigate the Client's written complaint immediately, and inform the Client of its standpoint and actions regarding the complaint together with a short explanation in writing, by sending such response within 30 days from receipt of the written complaint to the address specified by the Client. The Bank shall not be obliged to answer any repeated complaint of the Client sent on the same subject.

11.2.6. Should the Client not agree with the result of investigation of his/her complaint lodged, he/she shall be entitled to seek legal remedy through other forums. The Client may submit his/her complaint or application for legal remedy to the following organizations, having in mind the subject matter and the competencies of the organizations listed below:

- Pénzügyi Szervezetek Állami Felügyelete (Hungarian Financial Supervisory Authority) (1013 Budapest, Krisztina krt. 39., central mailing address: 1535 Budapest 114., Pf.: 777, phone: +36 1 489 9100)
- Gazdasági Versenyhivatal (Hungarian Competition Authority) (1054 Budapest, Alkotmány u. 5. mailing address: 1245 Budapest Pf.: 1036, phone: +36 1 472 8900)
- The Client may also assert his/her claim through civil law actions.

## 12. Interests, fees, commissions, costs, and rights of the Bank and the Client to offsetting

### Interests, fees, commissions and costs

- 12.1. The types, prevailing rates, due dates and calculation methods for interests, commissions, fees and costs charged for the services provided by the Bank are determined in the contract concluded between the Client and the Bank, in the Business Regulations pertaining to the various transactions complementing the contract, in the Bank's applicable List of Conditions, or by the law.
- 12.2. The conditions of changing the interest rates, commissions, fees and other conditions determined in individual contracts may be included in the contract, in the business regulations pertaining to the various transactions complementing the contract, in the List of Conditions, or in any provision of law. In this case, at the time of changes in conditions, any amendment of the rates of interest, commissions, fees and costs in the contract shall be governed by the rules for unilateral amendment of contract set out in these Terms and Conditions and in Business Regulations.
- 12.3. The Bank shall debit the fees and costs charged by other – domestic or foreign – banks to the principal/beneficiary and reserves the right for additional debiting or collection of subsequent costs arising in the case of entries managed in the process of domestic or international payments. Foreign bank costs always come in addition to the fees specified in the List of Conditions.
- 12.4. Payment of interests is usually due in arrears, on the last day of the calendar quarter, calendar month, or on the date defined in the contract; due date may also be the expiration date, or the date of termination of the contract. The Business Regulations, the individual contracts or the List of Conditions may provide otherwise.

12.5. Payment of fees, commissions and costs is usually due in advance, on the day of concluding the contract, with respect to the entire duration, from the day of entry into force of the contract until the due date/expiration date. The Business Regulations, the individual contracts or the List of Conditions may provide otherwise.

12.6. The Bank shall charge the commissions and fees based on the currency of the order in the currency in which the account is kept. Conversion of the fees shall be based on buying/selling rates applicable to the transaction, listed by the Bank.

12.7. The Bank can not refund any commission or fee if the order, letter of credit and/or commitment is cancelled or expires in part or as a whole without being used.

12.8. On due date, the Client shall provide an amount covering the interests payable as well as any other money claim of the Bank in its bank account/client account (Payment account) maintained with the Bank without any separate notification of the Bank, and the Bank shall be entitled to debit the Client's bank account/client account (Payment account) with the counter-value during monthly closing or on the due date.

### Special credit interest (forced credit)

12.9. In the case of late payment of any cash debt existing on the basis of an agreement between the Bank and the Client – including the case where the balance of the bank account does not cover the amount of interests, fees and costs debited to the account and payable to the Bank –, the Client shall, for the period extending from the due date specified in the agreement up until the date of settlement, pay the Bank special credit interest as defined in the relevant Business Regulations, the List of Conditions or in the individual agreements.

### The Client's right to offsetting

12.10. The Client shall only be entitled to offset its own claims against those of the Bank if the claims of the Client have been recognized by the Bank and/or have been established by a final judgment of the court.

12.11. Clients not having any account with the Bank shall pay charges according to the Bank's prevailing List of Conditions. The Bank shall account for charges against the Client's claims towards the Bank.

### The Bank's right to offsetting

12.12. The Bank shall be entitled to debit any of the Client's accounts maintained with the Bank (including any bank account maintained in foreign currency, and any client

account) with its receivables against the Client, arising within the scope of its financial or investment service providing activities.

12.13. Any account claims, deposit or security entering into the possession of the Bank shall serve as collateral to secure the Bank's claims against the Client, and the Bank may satisfy its claims out of these according to the rules of security deposit, also considering the fact that the working day immediately preceding the start date of the Client's bankruptcy or liquidation proceedings shall be deemed by the parties as the date of entering into a security deposit agreement with regard to all account balances, and from this day on, such account balances shall qualify as made available to the Bank whereas the Client's unlimited right of disposition shall be terminated on the same day.

12.14. By signing the Agreement or entering into any other business relationship with the Bank, the Client gives an irrevocable authorization to the Bank to offset any of its claims against the Client against any debts it has towards the Client, including any obligation to pay any amount in the bank account. Furthermore, the Bank shall be entitled to suspend any payment to third parties upon the Client's instructions up to the amount of its own claims, to the extent permitted by law, even if its claims do not arise from the same legal relationship, or they are not yet due but their recovery is deemed uncertain by the Bank. In order to enforce its claims against the Client, the Bank shall be entitled to make any deposit expire and use it before expiration. The Bank shall not be liable for any damages or costs arising from the suspension of payments as per this section. If currencies of the given account and the debt are not the same, the Bank shall be entitled to use as much funds from the account as necessary to buy the amount required to settle the debt denominated in another currency.

12.15. The Bank shall also be entitled to exercise its right to offsetting referred to in section 12.16 in cases where the Bank effected a wrong entry in any of the Client's Payment accounts maintained with the Bank.

## 13. Jurisdiction and applicable law

13.1. With respect to any dispute arising between a domestic natural person, legal entity or unincorporated organization as Client and the Bank, the Budapest II or III District Courts shall have exclusive jurisdiction in matters falling within their competences.

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13.2. With respect to any dispute arising between a foreign private person or legal entity as Client and the Bank, the Permanent Arbitration Court for Money and Capital Markets shall have exclusive jurisdiction.

13.3. With respect to any legal relationship between the Client and the Bank, the laws of the Republic of Hungary shall apply.

## II TELEPHONE AND ELECTRONIC BANKING SERVICES

### 1. Common provisions

#### 1.1. Definitions

**Within the meaning of this chapter, in addition to section I.2 (Definitions) of the Terms and Conditions:**

**Service:** Telephone (Telefonbank, SMS, Fax) and electronic (Internet Banking, Mobil Banking and Home Banking) banking services as a whole or any of them.

**UniCredit Telefonbank** (hereinafter: **Telefonbank**): The name of the Bank's services available over the phone (in Hungary by dialling 06-40-50-40-50 and from abroad by dialling 00-36-1-325-3200) enabling clients to give instructions regarding the account, make inquiries about account balances and other information, as well as ask questions, and report technical problems and complaints arising while using the Service.

**SMS Service:** The name of the Bank's service where the Bank, upon request of the Account Owner, sends information related to bank cards or bank accounts/credit card accounts via a mobile telecommunication tool as a text message (SMS).

**Internet Banking:** The name of the Bank's electronic banking system available through the website of the Bank ([www.unicreditbank.hu](http://www.unicreditbank.hu)), enabling clients to give instructions regarding the account, and to make inquiries about account balances and other information. The name 'Internet Banking' includes the services called UniCredit Internet Banking, UniCredit Internet Banking Plusz and UniCredit SpectraNet Internet Banking.

**Mobil Banking:** The name of the Bank's electronic banking system optimized on mobile phones, available via suitable mobile phone through the website of the Bank ([www.unicreditbank.hu](http://www.unicreditbank.hu)), enabling clients to give instructions regarding the account, and to make inquiries about account balances and other information. The 'Mobil Banking' service corresponds with the service called SpectraNet Mobil Banking.

**Home Banking (Spectra, Spectra Light and MultiCash):** the name of an electronic banking system available through a computer (PC), a telephone line and a modem or an internet connection, provided by the Bank based on a separate contract, with the aim of enabling clients to give instructions regarding their Payment accounts, as well as to make inquiries about Payments accounts and other information.

**Client Number:** an 8-digit code for identifying the Account Owner with the Bank.

**User:** a person authorized in the Service Agreement or designated on the Bank's appropriate form by the Account Owner to access the telephone or electronic banking system, make inquiries or give instructions regarding the Accounts of the Account Owner; with respect to the exercise of such rights, this term also refers to the Account Owner.

#### 1.2. Use of the Services

1.2.1. Except the services of Telefonbank available without identification, the Service may only be used if the Account Owner has concluded a bank account agreement and/or credit card agreement, or – if the Service allows for the disposition over securities accounts – a consolidated securities account agreement with the Bank, as well as an agreement for the use of the given Service, and has submitted the completed application forms to the Bank as required by the latter.

1.2.2. The right to use the Service shall adjust to the conditions defined in the individual agreements. Standard limits specified in each agreement may be modified following conclusion of the agreement on any bank business day in the Bank's branches in person, as well as through Telefonbank if Internet Banking or Mobil Banking is used. The use of a given Service does not automatically entail the right to access the full range of the Bank's services available, or the telephone and electronic



banking services of the Bank to be offered in the future. The starting date of providing the Service shall be at latest the first Bank Business Day following signature of the Service Agreement, or the date fixed in the Service Agreement.

- 1.2.3. Upon signing the Service Agreement and thereafter the Account Owner shall continuously ensure, at its own expense, all the equipment and technical background, including hardware and software needed for using the Service, in an operable condition. The Account Owner acknowledges that the Bank shall only undertake to provide the Service if the Account Owner and the User observe the Bank's technical regulations including all amendments thereof, stipulated depending on the given Service and made available to the Account Owner. The Bank shall not be liable for any damages arising from any technical failure of the Account Owner's or User's equipment or from the fact that the User is not able to get into contact with the Bank for this reason.
  - 1.2.4. The Service is available on 365 days of the year, 24 hours a day. The Bank reserves the right to interrupt the availability of the Service from time to time for a short period, for example due to system maintenance. The Bank shall send information via the system about the date and time of the expected downtime of the Service.
  - 1.2.5. The Bank is entitled to effect alterations at any time in terms of data transmission, in line with technical developments or in connection with subsequent security measures implemented, and to unilaterally alter, modify, suspend or terminate the system and the Service provided by the Bank. The Bank shall not be liable for any damages caused by such actions.
  - 1.2.6. The Account Owner shall indicate in the Service Agreement or on the Bank's form specifically designed for this purpose the name of Users who are authorized to give instructions in connection with the accounts specified in the Agreement through the system of the Service, while identifying such Users in the manner usually required by the Bank. One form grants authorization only within the system related to one specific Service, and is independent of any other methods of giving instructions regarding accounts.
  - 1.2.7. The Account Owner shall report all changes in and withdrawal of the User(s)' authorization using the Bank's form designed for that purpose. The person(s) designated as User on the appropriate form submitted to the Bank shall be considered by the Bank as parties authorized by the Account Owner until receipt of any notification on the change or withdrawal of such authorization. The withdrawal of or change in the user's authorization shall become effective at latest on the Bank Business Day following the effective date of the Account Owner's instruction.
  - 1.2.8. The Account Owner acknowledges that giving instructions through the Services entails risks. The Account Owner or the User is aware that by using the telephone or the Internet, due to the operation of the network there might be cases where the messages sent to each other become known to unauthorized third parties. The Account Owner had taken into consideration this eventuality before choosing the Service.
  - 1.2.9. The Account Owner acknowledges that all transactions, orders as well as their execution carried out by using the Services shall be registered by the Bank's computer system and the transactions effected through telephone operators shall be recorded. In the event of any dispute, the recorded information and data shall be considered as authentic and of full probative value by both the Bank and the Account Owner without the Account Owner contesting their authenticity.
  - 1.2.10. The Account Owner acknowledges that the Bank shall only consider an order submitted if it is registered by the Bank.
- 1.3. Liability, security**
- 1.3.1. The User shall be obliged to keep any password, identifier or identification code (e.g. PIN) depending on the Service (hereinafter jointly: User identifier) confidential, and to ensure that no unauthorized third person(s) may access the User identifier nor the tools (e.g. software, Token, communication key disk, SIM card) needed for using the Service. The Bank shall accept no liability for any damages arising from the non-observance of these obligations or from unauthorized use. The Bank shall be entitled to withdraw the tools necessary for using the Service should their use conflict with the agreement or any provision of law.
  - 1.3.2. If the Account Owner or the User is aware or may reasonably suppose that the User identifier has

become known to any unauthorized third person, or that the tool needed for using the Service get out of his/her possession (including loss or theft of the tool), or that there is an unauthorized transaction in the Account or on the Account Statement, or that any unauthorized payment transaction was initiated against his/her Account using an electronic means of payment, the Account Owner or the User shall be obliged to inform the Bank about it immediately in writing, in person, through registered post or over the phone on any day of the year at any time by dialling 06-40-50-40-50 or +36-1 325-3200 (Telefonbank) and to initiate the blocking/denying of the access or the modification of the User Identifier. The notification shall contain the client number, the user identifier and the description of the event as a minimum. In addition to the above data, the Bank may request further information when the notification is made.

- 1.3.3. Apart from the information specified in the above section 1.3.2, the Account Owner may request the correction of any payment transaction which was not approved or approved but executed incorrectly immediately upon execution of the payment order, but at latest until the day corresponding to the date of debiting of the Account in the second month following the date of execution of the payment order. If in the month of expiration there is no calendar day corresponding to the date of debiting, the deadline shall expire on the last day of the month.
- 1.3.4. The Account Owner shall be liable for any damages arising prior to the receipt of the written notification or the notification given over the phone. For any damage arising after such notifications, the Bank shall be held liable. The Bank shall be released from such liability if it proves that the damage is due to a breach of contract by the Account Owner or the User committed deliberately or through serious negligence.
- 1.3.5. The Account Owner shall be liable for any damages arising from the wilful misconduct or gross negligence of the Account Owner or the User, or from any abuse of the identification data. In particular, the Account Owner shall solely be liable for any damages arising from the loss, theft or careless handling of the Token, User identifier and PIN code, or from the access of any unauthorized person(s) to the system and all transactions effected in connection with the account. The

Account Owner shall be obliged to pay damages in such cases if the Bank suffers damages from such events, and if there is evidence that the damage has arisen due to the negligence or wilful misconduct of the Account Owner/User. Violation of security measures set out in these Terms and Conditions shall be considered serious negligence. The Account Owner shall be held liable for the actions of all persons whom he/she enabled to use the Service, either intentionally or through negligence, and such actions shall be deemed as if they had been carried out by the Account Owner. To certify the extent of damages suffered by the Bank, the Account Owner shall accept the data provided by the Bank, with detailed explanation upon request of the Account Owner.

- 1.3.6. The Bank shall accept no liability for any direct and indirect damage arising from the defective operation of the program, not even if the Bank was informed about the possibility of the damage or if the damage was caused by the temporary limitation of the service or the alteration of the program. The Bank may send corrections in case of program errors to the Account Owner on a floppy disk, CD, through a telephone line or via the Internet. The Bank shall only be liable for damages that have arisen due to the Bank's serious breach of obligations, and only to the extent that the damage was caused by its own serious breach of obligations. In such cases, unrealized profit shall not be considered a damage.
- 1.3.7. The Account Owner shall be fully liable for all damages caused by computer viruses that have certifiably been transmitted to the Bank through the Account Owner or the User.
- 1.3.8. The Bank shall define the fee of the Services specified in the prevailing List of Conditions with respect to the present provisions for the restriction or exclusion of liability.
- 1.3.9. The system of a certain Service may, in justified cases, ban Users or reject the orders submitted in order to make it more difficult to abuse of the system.
- 1.3.10. Banning or blocking may be avoided if the Service is used properly, which is why the Bank accepts no liability for any damages arising from banning/blocking.

### 1.4. Termination of the Service Agreement

1.4.1. The Account Owner is entitled to cancel the Framework Agreement as well as the Service Agreement at any time without cause in writing, by giving a one-month notice. In this case, the Account Owner shall reimburse all costs incurred by the Bank in connection with termination. The Bank is entitled to cancel the Framework Agreement as well as the Service Agreement at any time without cause in writing, by giving a two-month notice.

1.4.2. If the Account Owner is a consumer or a micro-enterprise, any Framework Agreement having been in force for more than one year may be cancelled by the Account Owner free of any fees, costs and other payment obligations.

1.4.3. If the Account Owner's all bank account agreements (or consolidated securities account agreements, client account agreements and/or credit card agreements) relevant to a given Service are terminated in any manner whatsoever, the contract relationship related to the use of the given Service shall become invalid upon termination of the last agreement.

1.4.4. The Bank shall be entitled to terminate the Service Agreement with immediate effect if:

- a) the Account Owner and/or the User violates the Service Agreement or any provisions of the business regulations;
- b) the Account Owner does not ensure the conditions required for the Service to be used;
- c) the Account Owner and/or the User does not use the Service properly;
- d) the Account Owner does not fulfil any of his/her payment obligations arising from the Service Agreement;
- e) the Account Owner and/or the User violates copyright in relation to the software;
- f) the Account Owner and/or the User attempts to circumvent the security or encryption system of the Service;
- g) according to the Bank's judgment, any action of the Account Owner and/or the User in connection with any Service is suspected to be a crime, or to be related to a crime.

1.4.5. Upon termination the Bank shall be entitled to automatically debit any account of the Account Owner with the costs arising in connection with the installation and use of the software.

1.4.6. Should the Service be terminated by either party, the Account Owner shall not be entitled to reclaim the fees he/she had paid.

### 1.5. Fees, charges and costs

1.5.1. The Account Owner shall pay a fee to the Bank for the use of the Service. The actual fees of the Services subscribed to by the Account Owner are defined in the agreement to be concluded with the Account Owner and in the List of Conditions. The Account Owner shall pay all fees and costs – including any telephone or Internet access fees – which have arisen in connection with the use of the Service. The Bank shall be entitled to debit the account designated by the Account Owner or any account of the Account Owner maintained with the Bank with the fees falling due without any further consultation of the Account Owner.

1.5.2. The costs shall be debited when they arise or on the last Bank Business Day of every month or quarter as a lump sum. If the Account Owner fails to pay any fee falling due despite being called upon to do so, the Bank shall be entitled to suspend the Service as well as the remote electronic access to the account.

1.5.3. The Bank reserves the right to modify the fees as of a specific date by notifying the Account Owner of this fact in advance.

1.5.4. The Bank shall notify the Account Owner of its intention to modify the Framework Agreement at least 2 months before the modification takes effect. The modification shall be deemed accepted by the Account Owner if he/she does not notify the Bank of the contrary before the modification takes effect. If the Account Owner notifies the Bank of the fact that he/she does not accept the modification, the Framework Agreement shall be automatically terminated on the working day preceding the effective date of the modification.

1.5.5. Until the date preceding the entry into force of the modification, Account Owners which are consumers or micro-enterprises are entitled to cancel the Framework Agreement with immediate effect, free of any fees, costs or other payment obligations. In such a case, during the notice period the Account Owner shall pay the Bank the fee that was originally established.

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- 1.5.6. If the Client is not a micro-enterprise or a consumer, the Bank is entitled to unilaterally modify the amount of fees according to the Terms and Conditions for Corporate Clients and Municipalities 15 days prior to the effective date of the modification.

## 2. Telephone banking services

### 2.1. Telefonbank

#### 2.1.1. Definitions in addition to section I.2 (Definitions) of the Terms and Conditions:

**User identifier** – a non-secret code composed of digits, used for identifying the User upon entering the Telefonbank system.

**PIN code** – a 4-digit secret number which is only known to the User; it is used for identifying the User for orders submitted or inquiries made via Telefonbank. The Bank considers this code equivalent to the signature identical to the specimen signature of the Account Owner and of the person with rights of disposition specified by the Account Owner, as provided to and accepted by the Bank. The Bank handles the PIN codes according to strict security requirements, and none of the Bank's employees may know them.

**Transaction Limit** – the maximum amount of a one-time transfer order relating to a given account of the Account Owner, to be submitted by a given User via the Telefonbank system.

**Daily Limit** – the maximum amount of transfer orders that can be initiated in total on a given calendar day relating to a given account of the Account Owner, by a given User via the Telefonbank system. The Daily Limit is valid from 0-24 on a given day.

**DTMF** – Dual Tone Multi Frequency, i.e. TONE operating mode in touch tone telephones.

**Operator System** – the name of Telefonbank service provided by the Bank's employees.

**Automatic System** – the name of Telefonbank service available through the Bank's computer system.

- 2.1.2. The Account Owner may provide access to each of his/her accounts through the Telefonbank system for more than one User at the same time with different authorization levels, depending on the choice of the Account Owner to provide the given User with query rights or rights of disposal over the

Account as well. In the case of granting rights of disposal, the Account Owner may assign different Transaction and Daily Limits to its various accounts for various Users.

- 2.1.3. Activation of a debit card through the Telefonbank automatic system is possible for any Telefonbank User who has a right of disposal through the Telefonbank system over at least one bank account that has been set as coverage for the given debit card.

- 2.1.4. Subject to an agreement with the Bank, the User may have query rights or right of disposal regarding the accounts of several Account Owners at the same time with the same User identifier and PIN code. The Bank does not investigate if the User meets the requirements set out in other legislative provisions.

- 2.1.5. Only the Account Owner in person shall be entitled to modify the group of bank accounts accessible through the Telefonbank service as well as the method of accessing them.

- 2.1.6. Upon conclusion of the agreement, the Bank hands over the User identifier(s) and a closed envelope with the PIN code(s) to the Account Owner or to his/her authorized representative. The Account Owner shall send the PIN code(s) delivered to him/her in a closed envelope to the given User with the envelope remaining intact. In the case of distribution through commission trade, User identifiers shall not be provided by the Bank upon conclusion of the agreement but subsequently by registered post with return receipt requested to the Account Owner (card holder). The User shall verify the intact condition of the envelope containing the secret PIN code and inform the Bank immediately if he/she finds it damaged. The Bank shall accept no liability for damages arising from the User's failure to provide such notification.

- 2.1.7. Services of the Telefonbank system are available through a touch tone telephone set operating in DTMF mode.

- 2.1.8. In the Telefonbank system, the User may identify himself/herself by entering his/her User identifier and current PIN code using the buttons of the telephone set.

- 2.1.9. In the case of orders given by the User, the system shall verify the right of disposition by checking the PIN code. If a correct PIN code is entered, the Bank

shall accept no liability for any damages arising from unauthorized instructions regarding the account.

2.1.10. If an incorrect PIN code is entered three times in a row, the User identifier shall be blocked; the User's call shall be received by the operator but in that case the User shall not be authorized to give instructions or make inquiries regarding the account. The operator may release blocking of the User identifier after requesting personal data. After the blocking of the User identifier is released, the old PIN code shall remain valid, and the User may try again to identify himself/herself in the Automatic System. The bank operator shall be entitled to refuse to release blocking of the User Identifier without giving any reason, and in such a case release of blocking of the User Identifier may only be requested in writing in person, in a bank branch. Blocking can be avoided if the PIN code is used properly, which is why the Bank accepts no liability for any damages arising from blocking.

2.1.11. The User is entitled to change the PIN code by using the valid User Identifier via Telefonbank's Automatic System as often as required. The Bank shall automatically register the change.

2.1.12. The list of services provided through the Telefonbank system is contained in the prevailing client information package pertaining to Telefonbank services.

2.1.13. The Account Owner or the User may define the Transaction Limit in the Agreement or using a form specifically designed for this purpose. The Transaction Limit shall only apply to the transfer orders and transfers between accounts in HUF and in foreign currency effected through Telefonbank services. The maximum amount of Transaction Limits and the default Transaction Limits set by the Bank are contained in the following table. (If the Account Owner or the User does not define any Transaction Limit in the Agreement or on the form specifically designed for

this purpose, then the given User, if having a right of disposal, shall be entitled to dispose of the given account up to the default amount set by the Bank.)

Currency of the account	Maximum Transaction Limit to be defined	Default value	
		In the automatic system	In the operator system
HUF	10,000,000	150,000	100,000
EUR	40,000	–	400
USD	50,000	–	500
AUD	70,000	–	700
CAD	60,000	–	600
CHF	60,000	–	600
CZK	1,300,000	–	13,000
DKK	300,000	–	3,000
GBP	30,000	–	300
JPY	5,500,000	–	55,000
NOK	300,000	–	3,000
SEK	350,000	–	3,500
HRK	300,000	–	3,000
PLN	170,000	–	1,700

2.1.14. The Account Owner or the User may define the Daily Limit in the Agreement or using a form specifically designed for this purpose. The Daily Limit shall be defined in the same currency as the account currency. In the case of transfer orders denominated in a currency different from the account currency, the limit shall be verified based on the foreign currency mid-rate of the Bank valid on the day of submitting the transfer order. The Daily Limit shall only apply to the transfer orders and transfers between accounts in HUF and in foreign currency effected through Telefonbank services. The maximum amount of Daily Limits and the default Daily Limits set by the Bank are contained in the following table. (If the Account Owner or the User does not define any Daily Limit in the Agreement or on the form specifically designed for this purpose, then the given User, if having a right of disposal, shall be entitled to dispose of the given account up to the default amount set by the Bank.)

Currency of the account	Maximum Daily Limit to be defined	Default value	
		In the automatic system	In the operator system
HUF	9,999,999,999	150,000	3,000,000
EUR	40,000,000	–	12,000
USD	51,000,000	–	15,000
AUD	70,000,000	–	21,000
CAD	60,000,000	–	20,000
CHF	60,000,000	–	20,000
CZK	1,300,000,000	–	400,000
DKK	300,000,000	–	90,000
GBP	30,000,000	–	8,000
JPY	5,500,000,000	–	1,600,000
NOK	330,000,000	–	100,000
SEK	400,000,000	–	100,000
HRK	300,000,000	–	90,000
PLN	170,000,000	–	50,000

2.1.15. Irrespective of the maximum Daily Limit that can be defined in the Agreement or on the form specifically designed for this purpose, the maximum amount of transfer orders that can be initiated in total on a given day relating to a given account of the Account Owner, by a given User through the Telefonbank's Automatic system is HUF 10,000,000.

2.1.16. The Account Owner acknowledges that if the Bank changes the maximum amount of the Transaction/Daily Limit – in the manner specified in section II.1.5 of these Terms and Conditions – and one or all of the above-mentioned limits defined by the Account Owner exceed(s) that limit, the chosen limit amount shall be changed even without amendment of the individual Agreement to the bank's standard limit, as of the effective date of modification.

2.1.17. The Bank shall execute the User's transaction orders only within the limit over which the User has a right of disposal. The Bank shall execute payments only up to the amount of limit specified in sections 2.1.13 and 2.1.14, and refuse the execution of those exceeding such amounts. The Transaction and Daily Limit may only be changed upon a new written statement of the Account Owner considered as an authorization amending the original form, and submitted accordingly by the Account Owner.

2.1.18. In the Operator system, the User may provide the particulars of beneficiaries (name, bank account

number) along with a comment for the transfer, in whose favour the User frequently launches transfer order through the Telefonbank system. In such cases only the name of the beneficiary and the amount to be transferred shall be given to the operator.

2.1.19. A prerequisite for launching a transfer order through the Automatic System is that the Account Owner completes, signs and submits the Bank the application form "Transfer Orders specified in advance for using the Telefonbank's Automatic System". On this basis, the Bank shall define the transfer orders so that later the User authorized by the Account Owner can effect transactions by giving the appropriate reference number, the amount to be debited and the additional comment if needed.

2.1.20. Natural persons and sole traders being Users for whom the BA/CA Telefonbank and the "A" service package of the Telefonbank has been activated (based on their current account agreement concluded with the Bank before 30 October 2002):

- can give instructions regarding their accounts according to the provisions of these business regulations through Telefonbank;
- can identify themselves through their previously used identification (Client number) and PIN code in the Telefonbank system;
- are obliged to complete and sign the form specifically designed by the Bank for the purpose of concluding the agreement for the use of the Telefonbank service and specifying access rights, if
  - they wish to use the services of the Telefonbank only for the purpose of account information inquiry in the future, or
  - they wish to specify an amount different from the default Transaction or Daily Limits of the Telefonbank system, or
  - they wish to provide access to their accounts to further Users through the Telefonbank system.

## 2.2. Fax

2.2.1. The Bank shall conclude no separate agreement relating to the Fax Service, and the provisions of this chapter 2.2. shall apply to Clients who already have such separate agreement.

### Accepting payment orders

2.2.2. If the account agreement or the special agreement connected to it expressly provides for it, the Account Owner shall be entitled to send any kind of orders to the Bank by fax, except for orders

which must be sent to the Bank in original according to any provision of law.

- 2.2.3. The option to send messages by fax shall be terminated as of the termination date of the framework agreement.

### Rejecting payment orders

- 2.2.4. The code word specified in the special agreement may only be used for account information inquiry, and does not allow for the submission of orders over the phone. In the absence of code word, the Bank shall accept no orders from the Account Owner by fax.

### Data required for payment orders to be executed

- 2.2.5. The Account Owner is entitled but not obliged to submit the original copy of the order to the Bank. If the original order is submitted to the Bank, it should contain an appropriate and remarkable comment referring to the order submitted earlier via fax (e.g. "previously sent by FAX" or equivalent comment). The Account Owner shall be held liable for any damage arising from the lack of such remarkable comment, including in particular the double execution of orders.
- 2.2.6. The Account Owner shall not be entitled to send fax messages in order to submit any payment order which, according to the framework agreement or the law, may only be executed against submission of certain documents by the Account Owner or any third party to the Bank, or provided that the Bank or any third party performs a verification of documents or legal titles.
- 2.2.7. The Account Owner agrees that the Bank handles notifications and orders sent by fax as original ones.
- 2.2.8. The Bank does not consider orders received by fax as orders submitted on an "original transfer order form". The fees charged for the execution of orders submitted by fax shall be specified in the prevailing List of Conditions.

### Arrival and receipt of payment orders

- 2.2.9. The parties agree that the time of arrival of fax messages to the Bank shall be the time recorded on the fax by the fax machine of the Bank's unit managing the order type submitted by the Account Owner.
- 2.2.10. The order of arrival of payment orders received by fax shall be governed by general rules.

- 2.2.11. The Bank shall accept no liability for any damages arising from the falsification of contents and signatures on fax messages or from any other kind of abuses occurred during the sending of fax messages.

- 2.2.12. The Bank shall not be held liable for being unable to perform any order sent by fax due to the insufficient quality of the fax message. If receiving such fax messages, the Bank shall not be obliged to take any action to determine what the payment order relates to. Should any doubt arise about any data of the payment order due to the quality of the fax message, the Bank shall be entitled to refuse to execute the payment order.

- 2.2.13. The Bank shall accept no liability for any damages arising from the inappropriate transmission of data of the fax message or from incorrect or insufficient data, unless they are certifiably imputable to the Bank.

- 2.2.14. The Bank shall only be obliged to restore the content of any fax message if it was damaged or destroyed due to the Bank's fault certifiably, provided that the Account Owner cooperates with the Bank in establishing the data of the fax message.

- 2.2.15. The Bank shall bear no liability whatsoever for damages arising from the fact that the Account Owner's payment order – during transmission of the fax message – is damaged, becomes illegible or is received by unauthorized parties due to the faulty operation or failure of the data transmission connection.

### 2.3. Text message (SMS) service

- 2.3.1. The Account Owner may request the SMS service, the parameters of the Service and the modification of the Service in writing in the Service Agreement or on the form specifically designed for this purpose, or after identification through the Telefonbank or Internet Banking or Mobil Banking system.

- 2.3.2. The User may request, modify or delete SMS information service through the Telefonbank or Internet Banking or Mobil Banking system only for the bank account to which the Account Owner granted him/her access through the Telefonbank or Internet Banking system. Furthermore, the User may request, modify or delete SMS information service only for any bank card with underlying account(s) to which the Account Owner granted him/her access through the Telefonbank or Internet

Banking system. If the Account Owner withdraws or modifies the access of the User to the Telefonbank or Internet Banking system, it shall not automatically mean that the SMS service initiated through the system for the given bank account or bank card will also be terminated. The Account Owner is obliged to provide for the modification or termination of the SMS service separately.

- 2.3.3. Amounts of fees and costs payable by the Account Owner for the SMS service are contained in the Bank's prevailing List of Conditions.
- 2.3.4. The Account Owner shall make sure that the person(s) to whom he/she grants access to the SMS service is/are aware of the conditions related to the service, and the Account Owner shall be held liable for any damages arising from his/her failure to perform this information obligation.

**Liability, allocation of losses**

- 2.3.5. The Card Holder is aware of the risks inherent in the Service, with special regard to the fact that the Bank shall not be held responsible for any information transferred by SMS and qualifying bank secret comes to the knowledge of any unauthorized third person(s) for any reason(s) which is (are) out of the Bank's sphere of interest.
- 2.3.6. The deadline of sending messages through the SMS service is included in the List of Conditions related to the Service. The Account Owner acknowledges that the Bank shall not be liable for the delayed transfer of SMS messages if this happens due to any reason out of the Bank's sphere of interest.
- 2.3.7. The scope and content of services included in the SMS service are contained in the prevailing List of Conditions related to SMS service as well as in the client information.

**3. Electronic Banking services I  
 (Internet Banking and Mobil Banking)**

- 3.1. Definitions in addition to section I.2 (Definitions) of the Terms and Conditions:  
**User identifier** – A series of characters necessary for accessing the Internet Banking and Mobil Banking systems, defined upon concluding the agreement – in the Internet Banking and Mobil Banking Agreement or on the form designed specifically for this purpose –, not yet used by any other User. It shall identify the User and consist of at least 6 and maximum 25 characters,

which may be composed of small and capital letters without accents, and numbers. Punctuation marks (except colons) and spaces are not allowed. For security reasons and to avoid any malicious blocking, it is recommended to choose a User identifier which can not be easily guessed when knowing the User and his/her personal background.

**Password, Security Code** (hereinafter: Password) – A series of characters necessary for accessing the Internet Banking and Mobil Banking systems and for the authentication of orders. The Password shall be considered by the Bank equivalent to the signature identical to the specimen signature of the Account Owner and of the person with rights of disposition specified by the Account Owner, as provided to and accepted by the Bank.

**Token** – if Token is selected as an authentication method, this shall be a tool being the Bank's property and made available to the User, necessary for generating the Password, i.e. a code number depending also on the date of use and the serial number of the tool.

**PIN code** – A 4-digit series of characters to be specified by the User and necessary for generating the Password by means of Token.

**Help** – A documentation containing detailed information on the operation, use and services of the Internet Banking and Mobil Banking systems as well as other useful information, available in electronic format through the Help menu of the Internet Banking and the Mobil Banking systems.

**Transaction Limit** – The highest amount of which the User may freely dispose in submitting a given transfer order through the Internet Banking or the Mobil Banking systems. The Transaction Limit applies to all transactions resulting in the direct debiting of a given account, except deposit orders, direct debit orders and securities transactions (buying/selling stocks listed at the stock exchange, trading with investment funds, transfer of securities).

**Daily Limit** – The highest amount of which the User may freely dispose on a given day, in relation to a given account of the Account Owner through the Internet Banking and the Mobil Banking systems. The Daily Limit applies to all transactions resulting in the direct debiting of a given account, except deposit orders, direct debit orders and securities transactions (buying/selling stocks listed at the stock exchange, trading with investment funds, transfer of securities).

**3.2. Use and services of the system**

- 3.2.1. The technical conditions of the access to the Internet Banking and Mobil Banking systems are contained



in the prevailing SpectraNet Internet Banking and Mobil Banking Client Information being an inseparable part of these Terms and Conditions:

For technical backgrounds different from the specifications defined in the Client Information, the Bank shall not guarantee the correct operation of the Internet Banking and the Mobil Banking systems.

3.2.2. The list of services available through the Internet Banking and Mobil Banking systems is contained in the prevailing client information related to Internet Banking and Mobil Banking services. The Bank provides both of the Internet Banking and Mobil Banking services in the form of two service packages: Internet Banking Light and Internet Banking Plusz, respectively Mobil Banking Light and Mobil Banking Plusz. In the agreement, the Account Owner shall specify the service package he/she wishes to use (and may even use all of them). Furthermore, the Account Owner shall state on a form specifically designed for this purpose which service package a given User is entitled to use when managing his/her accounts. The User is also entitled to use Internet Banking and Mobil Banking at the same time, but with respect to a given Account Owner only with the same service package (Light or Plusz). Internet Banking Plusz services shall only be set for Account Owners or Users for whom this is specified in the Agreement or on the form specifically designed for this purpose (should the Light or Plusz service package not be named in the agreement or on the form specifically designed for this purpose, the Light package will be set automatically) .

3.2.3. To access the Internet Banking and Mobil Banking systems, a User identifier and a Password – defined in the related Agreement or on the form specifically designed for this purpose – must be entered. In the case of distribution through commission trade, User identifiers shall not be provided by the Bank upon conclusion of the agreement but subsequently by registered post with return receipt requested to the Account Owner.

3.2.4. When using the Internet Banking or Mobil Banking, the User or the Account Owner – in accordance with the related Agreement or the instructions given on the form specifically designed for this purpose – may choose from the following ways of authentication:

- a) Authentication by Token
- b) Authentication by SMS

If the User has both Internet Banking and Mobil Banking access related to a given Account Owner, the two services can be used only with the same authentication method. (by Token or by SMS).

### Form of payment orders

3.2.5. If the person authorized to dispose of the account gives a payment order to the Bank electronically (hereinafter: electronic order), the parties agree that the time of receipt by the Bank shall be the time registered by the Bank's computer system. The order of arrival of electronic orders shall be the order of items arrived to the Bank.

3.2.6. Electronic orders submitted by the Account Owner which, according to the framework agreement or the law, may only be executed against submission of certain documents by the Account Owner or any third party to the Bank, or only if the Bank or any third party performs a verification of documents, may only be executed after all these obligations are fulfilled.

3.2.7. For the scope and amount of electronic orders, the Bank may stipulate limits in the List of Conditions and in these Terms and Conditions. The Bank is entitled to unilaterally modify such limits – even if this is unfavourable to the Account Owner – in the manner specified in these Terms and Conditions.

3.2.8. The content and date of the payment order appear on the document containing the payment order in the case of orders submitted on a form, or in the case of other types of payment orders they are contained in the electronic data.

### 3.2.9. Authentication by Token

3.2.9.1. The User shall generate the Password to log on to the Internet Banking and the Mobil Banking systems and to authenticate orders by using a Token.

3.2.9.2. After the appropriate PIN code is entered, Token shall generate a 6-digit code number also depending on the time of use and the serial number of the device, valid for 30 seconds.

3.2.9.3. The Bank shall make the Token available to Users following signing of the Internet Banking or Mobil Banking Agreement or the form specifically designed for this purpose by the Account Owner, by handing over the Token to the Account Owner

or the authorized person for the period of using the Service. In the case of more than one User, the Account Owner shall arrange for the Token to be handed over to the Users designated on the form. The Bank reserves the right to charge the Account Owner a use fee or compensation fee for the use of the Token provided to him/her the amount of which is specified in the agreement or in the List of Conditions. In the event that the Account Owner does not return all Tokens in a proper condition upon termination of the Service Agreement, the Bank shall be entitled to charge the Account Owner the fee specified in the List of Conditions. Information on the use of the Token can be found in the manual attached to the Token and in the Help menu of the Internet Banking and Mobil Banking systems.

- 3.2.9.4. The User may change the PIN code of the Token at any time. The User shall be obliged to change the initial PIN code provided when receiving the Token, and later if he/she learns or suspects that the PIN code was obtained by any unauthorized person.
- 3.2.9.5. The User shall use the Token provided by the Bank properly, and maintain it in a good state of preservation. In the event of the Token's failure and upon request of the Account Owner the Bank shall provide for the change of the Token. The Account Owner shall be obliged to return the faulty Token to the Bank. If the Token gets damaged or is lost, the Bank reserves the right to debit the Account Owner's account with the fee of issuance of a new Token specified in the List of Conditions.
- 3.2.9.6. The Bank reserves the right to debit the Account Owner's account with the use fee of the Token handed over free of charge or to terminate the Service Agreement if the User does not use the Internet Banking or Mobil Banking system for a long period of time (at least for 3 months) for effecting transactions.
- 3.2.9.7. The program running on the Bank's server checks if the code series generated by the given User through the Token assigned to him/her at a given time, entered by the User when accessing the Internet Banking or Mobil Banking system or sending orders to the Bank, is the same as the code generated by the Bank's server at the same time, belonging to the Token bearing the given serial number. If there is a difference between the two code series, the server shall refuse access

to the system and the sending of the order to the Bank. All transactions that are certifiably initiated by the User logged in with a given User identifier, and authenticated by the Security Code generated by the Token assigned to the User shall in all circumstances be considered by the Bank as transactions initiated by the authorized user of the system. The Bank shall not examine the authority of the person using the User identifier or the Token to use them, nor the circumstances of use.

### 3.2.10. Authentication by SMS

- 3.2.10.1. The User shall use a normal Password (for multiple uses) to log on to the Internet Banking and the Mobil Banking systems. To log on to the system for the first time, the Bank shall send the User's initial log-on Password in a text message. The User shall be obliged to change the log-on Password immediately after logging on to the system for the first time, and later if he/she learns or suspects that it was obtained by any unauthorized person. The log-on Password may be a series of characters consisting of at least 4 and maximum 12 characters and containing letters without accents and/or numbers, which may be freely determined by the User. The system shall make no distinction between small and capital letters. To make the use of the system even more secure, it is recommended to change the log-on Password at least every 30 days.
- 3.2.10.2. For the authentication of orders, the User shall use a password sent by the Bank to his/her mobile phone number (specified in the agreement or on the form specifically designed for that purpose) for a single use.  
 In the case of distribution through commission trade, the Account Owner shall use a regular password to log on to the Internet Banking and the Mobil Banking systems, while the authentication of orders requires the use of passwords for a single use sent to the Account Owner's mobile phone number by the Bank in a text message. The Bank shall send the initial log-in password as well as passwords for the authentication of orders in text messages to the User's mobile phone number specified in the Service Agreement.
- 3.2.10.3. The Password sent by the Bank in a text message for the authentication of orders for a single use shall be valid for 5 minutes. If the User performs the authentication of the given order with the

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password sent in a text message for a single use subsequent to this deadline, the Bank shall refuse authentication.

- 3.2.10.4. The User may change at his/her sole discretion the mobile phone number to which the Bank should send the Password for a single use necessary to authenticate orders.
- 3.2.10.5. The Bank shall only send text messages to mobile phone numbers belonging to networks of domestic GSM service providers.
- 3.2.10.6. The program running on the Bank's server checks if the Password entered by the given User to log on to the system or to send orders to the Bank at a given time is the same as the log-in Password registered on the Bank's server in an encrypted format, or the signature Password sent by the Bank in a text message in order to authenticate the given order. If there is a difference between the two code series, the server rejects access to the system or the authentication of the order. All transactions that are certifiably initiated by the User logged in with a given User identifier, and authenticated by the Password assigned to the User shall in all circumstances be considered by the Bank as transactions initiated by the authorized user of the system. The Bank shall not examine the authority of the person using the User identifier or the Password (mobile phone) to use them, nor the circumstances of use. The Bank shall bear no responsibility for any damage incurred by the Account Owner or any other persons due to any transaction initiated by using the User identifier and authenticated by the Password assigned to it but originating from an unauthorized person.
- 3.2.10.7. The User may at any time switch from authentication by a Token to authentication based on Passwords sent in text messages (and vice versa), based on the written statement of the Account Owner in the form required by the Bank or through Telefonbank following identification, against payment of the fee defined in the prevailing List of Conditions. If the User switches to authentication based on Passwords sent in text messages, he/she shall return the Token made available to him/her to the Bank. In the event that the Account Owner does not return the Token in a proper condition or at all, the Bank shall be entitled to charge the Account Owner the Token compensation fee specified in the prevailing List of Conditions.
- 3.2.10.8. The Account Owner shall designate in the Agreement or on the form specifically designed for that purpose his/her bank accounts and the levels of authorization at which he /she wishes to provide access rights to a given User to such accounts within the Internet Banking and the Mobil Banking services.
- 3.2.10.9. In the event that a User also has access to the accounts of a given Account Owner through Internet Banking, Mobil Banking or a V-5.10-01. or higher version of Spectra or Spectra Light System installed, the authorizations granted to the User for various systems shall be handled in an integrated manner, meaning that the granting of authorization or any amendment thereof in any system (V-5-10-01 or higher version of Spectra or Spectra Light installed and Internet Banking, Mobil Banking) shall be effective in the other systems, as well. The only exceptions to this rule are Transaction and Daily Limits, in case of V-5-10-01 or higher version of Spectra or Spectra Light installed.
- 3.2.10.10. The Bank ensures the integrated management of orders recorded through the Internet Banking Plusz and Mobil Banking Plusz services and the V-5.10-01 or higher version of Spectra or Spectra Light Client Program through an Electronic Mailbox service maintained on a Bank server. The Electronic Mailbox solely serves the purpose of placing orders or removing orders from there through the Spectra or Spectra Light Client Program installed, or the Internet Banking Plusz and Mobil Banking Plusz services so that the order package can be forwarded to a different Spectra or Spectra Light installation location, and these can be accessible through the Internet Banking Plusz and Mobil Banking Plusz services. Based on a separate contract the above Electronic Mailbox service can be also available through V-5.10-01 or lower versions installed of Spectra Client Program, but these Client Programs are not able to the above cooperation with the higher version of Client Programs and the Internet Banking Plusz and Mobil Banking Plusz services.
- Prepared order packages placed in the Electronic Mailbox may be picked up from there by using a different (or the same) Spectra or Spectra Light Client Program installed or the Internet Banking

Plusz and Mobil Banking Plusz services in order to perform further transactions (modification, signing, sending to the Bank). An Electronic Mailbox may only be accessed by the Users of Spectra or Spectra Light Client Programs installed as well as those of the Internet Banking Plusz and Mobil Banking Plusz systems who are capable of handling the Client Number assigned to the Electronic Mailbox. In other words, placing the orders in the Electronic Mailbox shall not mean their sending to the Bank.

- 3.2.10.11. The service allowing the transmission of orders (from purpose of signing, modification or sending it to the Bank) between the Internet Banking (Plusz and Light) and the Mobil Banking (Plusz and Light) systems is automatically available, neither the use of an Electronic Mailbox detailed in section 3.2.10.10., nor a separate contract is necessary.
- 3.2.10.12. Specification of authorizations for the User(s) to dispose of accounts is made by a so-called authorization score. The authorization score may be specified for each account. In order for the Bank to accept an order, the score of the User signing the order must be at least 10, and if there are several signatories, their total score must be at least 10 (e.g. two signatories should have 5 points each). If the score is zero, then the User, having a log-in Password, shall only have a right of inquiry.

If the Account Owner grants any right of disposal over a given account to the User in the Agreement or on the form specifically designed for this purpose but defines no authorization score, then the given User shall have a default level of authorization set by the Bank over the given account. Default authorization score set by the Bank: 10 points.

- 3.2.10.13. For sending orders through a free-format letter or any kind of letter as specified in the prevailing client information, it is needed to determine the 'score for signing letters' on the form provided by the Bank. To the score(s) of signature(s) of the User(s) the above provisions shall apply. The prevailing Client Information shall specify whether the verification of authorizations to sign for a given order type shall be done on the basis of a so-called 'score for signing letters' or based on the authorization score set for the given account.

In the case of business partnerships, the right of corporate signature or the right for signing

letters may only be granted to the authorized representatives of the company. The Bank shall not verify the authorizations of the person assigned, so the Account Owner shall be liable for the conformity of the said person to these provisions.

- 3.2.10.14. In a free-format letter, no orders, instructions regarding any account or any other instructions may be submitted which could otherwise be forwarded directly within the system, using a function available to the given user. The Bank shall execute incoming orders according to its business regulations, and shall disregard any letters whose contents are not in line with or conflict with its business regulations.
- 3.2.10.15. If the Account Owner granted the User a right of inquiry extending to all accounts – in the Agreement or on the form specifically designed for this purpose –, then the User shall have the right to make inquiries regarding account balances, transactions history and account statements for any current and future accounts of the Account Owner (including bank accounts, client accounts, deposit accounts and credit accounts, as well). The "right of inquiry extending to all accounts" does not include securities accounts. Rights of inquiry or disposal over securities accounts shall be regulated on an individual basis.
- 3.2.10.16. Balances of deposit accounts as well as the details of individual fixed deposits are accessible for inquiry without any special setting of authorizations to Users who have at least a right of inquiry over the account in which the deposit was made.
- 3.2.10.17. The User may initiate transfer orders in HUF to the benefit of a bank account maintained with a Hungarian credit institution only by completing a domestic HUF mask (data input field), and transfer orders in a foreign currency only by completing the foreign currency transfer mask. The Bank reserves the right not to execute HUF transfer orders to credit a bank account maintained with a Hungarian credit institution if the foreign currency transfer mask was completed, and foreign currency transfer orders if the domestic HUF mask was completed, and such orders may be cancelled by the bank upon notification of the Account Owner on this fact. The Bank shall not be liable for any damages or consequences arising from the non-execution of such orders.

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- 3.2.10.18. Transfer orders in HUF to the benefit of a bank account maintained with a foreign credit institution shall qualify foreign currency transfer orders, so they may only be submitted to the Bank by the User completing the foreign currency transfer mask.
- 3.2.10.19. The Internet Banking and the Mobil Banking systems enable the use of so-called templates which facilitates the completing of orders submitted in favour of beneficiaries to whom the Account Owner initiates transfers frequently. The Internet Banking and the Mobil Banking systems save the templates by Account Owners; therefore, if a User saves a template, such template may also be managed by another User belonging to the same Account Owner. The templates saved in the Internet Banking system are also available in the Mobil banking system, and vice versa.
- 3.2.10.20. The Account Owner acknowledges that the Bank shall only consider an order submitted if it is successfully sent to the Bank's server. After an order is sent, a confirmation message shall appear on the screen of the Internet Banking or the Mobil Banking system if the order was received by the Bank. If, among the orders sent, there are orders that were not accepted by the Bank (e.g. wrong signature password, or further signatures required), the message appearing shall contain the list of orders rejected together with the reasons of rejection. The Bank shall be entitled to reject any order which, on the basis of these Terms and Conditions or the special business regulations pertaining to different transaction types of credit institutions, cannot be executed. The Bank shall accept no liability for any damages arising from such procedures. The status of orders may be retrieved in the menu item "Sent orders".
- 3.2.10.21. The Bank may reject any orders submitted via the Internet Banking or the Mobil Banking system that are sent to the Bank's account management system later than 30 days from signature.
- 3.3. Security**
- 3.3.1. The User shall be automatically banned (both from the Internet Banking and the Mobil Banking systems) following three unsuccessful attempts in a row to sign in the Internet Banking or the Mobil Banking system with a Password not matching the User identifier, or following three unsuccessful attempts in a row to authenticate an order with a Password not matching the User identifier. Banning of the User can be cancelled based on the written statement of the User provided in the manner required by the Bank or through Telefonbank following identification.
- 3.3.2. The Token shall be automatically blocked following three attempts in a row to generate a Password with a wrong PIN code. Blocking of the Token can be cancelled based on the written statement of the Account Owner or the User provided in the manner required by the Bank or through Telefonbank following identification.
- 3.3.3. Banning or blocking may be avoided if the Service is used properly and carefully, which is why the Bank accepts no liability for any damages arising from such actions.
- 3.3.4. The Account Owner shall define the Transaction and Daily Limits in the Agreement or using a form specifically designed for this purpose.
- 3.3.5. The maximum amount of the Transaction Limit is HUF 10,000,000 (or its foreign currency equivalent); exceptions may only be made on the basis of a separate agreement (the duly defined limit amount is contained in the agreement or on the appropriate authorization form of the User).
- 3.3.6. The maximum amount of the Daily Limit is HUF 10,000,000 (or its foreign currency equivalent); exceptions may only be made on the basis of a separate agreement. (the duly defined limit amount is contained in the agreement or on the appropriate authorization form of the User) The Daily Limit shall be verified by the system when the order is sent to the Bank; accordingly, the Bank shall reduce the amount of Daily Limit for the User's given Account by the amount of the order on the date of sending. In case the User has both Internet Banking and Mobil Banking access for a given account, the Daily Limit includes the aggregate amount of the orders sent through the above services.
- 3.3.7. The Bank shall execute the User's transaction orders only within the limit over which the User has a right of disposal. The Bank shall execute payments only up to the amount of limit specified, and refuse the execution of those exceeding such amounts. Transaction or Daily Limits may only be modified based on the written statement of the Account Owner provided in the manner required by

the Bank or through Telefonbank, by the Account Owner, following identification.

The Account Owner acknowledges that if the Bank changes the maximum amount of the Transaction/ Daily Limit, and one or all of the limits defined by the Account Owner exceed(s) that limit, the chosen limit amount shall be changed even without amendment of the individual Agreement to the bank's standard limit, as of the effective date of modification.

3.3.8. The Account Owner acknowledges that – for the protection of the Account Owners – the Bank is entitled to the unilaterally limitation of the Transaction- and the Daily Limit regarding the Mobil Banking with immediate effect without any prior written notification of the Account Owners and the Users – but by notifying them at the same time through the systems – if it is reasonable according to the bank risks, especially in case of mass- or targeted phishing attacks.

3.3.9. If the Account Owner or the User does not define any Transaction or Daily Limit in the Agreement or on the form specifically designed for this purpose, then the given User, if having a right of disposal, shall be entitled to dispose of the given account up to the default amount set by the Bank. The default Transaction Limit set by the Bank for bank accounts maintained in HUF is HUF 200,000 and the Daily Limit is HUF 500,000. For bank accounts maintained in euros, the respective limits are EUR 1,000 and EUR 2,000.

In the case of Users for whom only one Daily and Transaction Limit had been set in the Agreement or on the form specifically designed for this purpose (i.e. there are no different limits for each bank account), the limits specified shall apply to each bank account managed by the User. In this case, limit amounts specified in HUF shall be converted – for FX accounts – using the FX mid-rate of the Bank applicable on 30/11/2007.

## 4. Electronic Banking Services II (Home Banking)

### 4.1. Definitions in addition to section I.2 (Definitions) of the Terms and Conditions:

**Client program (CP)** – the software made available to the Account Owner by the Bank, which is able to communicate with the given Home Banking electronic bank system (“System”).

**Initial login password** – a code randomly generated by the Bank through the Spectra or Spectra Light System, which ensures the first login to the Spectra or Spectra Light system for the User.

**Login password** – a code specified by the User following the first login to the Spectra or Spectra Light system, and registered by the System, which can contain both letters and numbers.

**Signature password** – a code defined by the User and registered by the given Home Banking System, which can contain both letters and figures. The Bank shall consider this password equivalent to the signature identical to the specimen signature of the Account Owner and of the person with rights of disposition specified by the Account Owner, as provided to and accepted by the Bank.

**Electronic signature** – a series of numbers placed at the end of orders generated by the Home Banking Client program, which constitutes the control amount for the given data, coded by the signature password of the “signatory”.

**Custom installation program identifier** – a code to be used in installing the Spectra or Spectra Light system with the purpose of clearly identifying the system. The identifier identifies the location, i.e. if the Account Owner wishes to use the same client number at more than one location, it shall require the generation of separate identifiers for each location.

**User Manual** – an electronic or printed documentation containing detailed information on the operation, use and services of the given Home Banking System as well as other useful information.

**Installation Package** – includes the Installation Guide, the installation CD-ROM, the Custom installation program identifier and the envelope containing the Initial login password(s).

**BPD file, communication key disk** – a custom tool to identify the Account Owner or the User (e.g. floppy disk).

### 4.2. Copyright

4.2.1. The Account Owner may use as many copies of the Client program as many authorizations he/ she was granted, or as many Client programs he/ she paid the one-time entry fee for. One licence of the software shall not be used on more than one computer at the same time.

- 4.2.2. The Account Owner is entitled to make a copy of the software, but the copy shall be used solely for the purpose of safekeeping, protection or archiving.
- 4.2.3. Use of the Client program shall also include the case where the Account Owner stores it in the random access memory (RAM) of a given computer or installs the software on a permanent data storage unit (hard disk, CD-ROM) of a given computer or network server, unless the copy is stored in a network which is only used for forwarding data to other computers.
- 4.2.4. The Bank shall transfer the right of use of the software in accordance with the rules of copyright; therefore, the software shall be regarded as a protected product according to laws on copyright, international treaties and the local regulations in each country. Based on the above, the Client program shall be considered as a product protected by copyright. Copying the User Manual or any written or electronic materials provided with the product is not allowed.
- 4.2.5. The Account Owner is not allowed to transfer the software for use or in possession to third parties, or to grant them a right of disposal over it, but the Account Owner is entitled to transfer its rights deriving from the Service Agreement exclusively to its legal successor in a definitive manner, provided that the Account Owner transfers all copies of the software and all written materials, and if the recipient enters into an agreement with the Bank.
- 4.2.6. By signing the Service Agreement, the Account Owner shall assume the obligation to preserve the software, the user manual and other information materials provided by the Bank with due care, and to protect them from being used by unauthorized parties, copied, modified or made public.
- 4.2.7. The Account Owner shall be held liable for any damages suffered by the Bank or any third parties due to the breach of the copyright. The Bank shall accept no liability for any damages arising from the unauthorized or improper use of the software. The Account Owner shall be fully liable to pay damages to the Bank in the case of any loss suffered by the Bank due to any damaging of the software, failure to meet any notification obligation, unauthorized use, lending, transfer and/or modification of the software.

- 4.2.8. Should the provision of the service be cancelled by either party, the Account Owner shall be obliged to stop using the system, to delete the software and to return all the tools, data carriers, the User Manual, and any other information materials received from the Bank no later than by the date of termination of the Service Agreement.

### 4.3. Security

- 4.3.1. The User shall be banned from the system if:
- a wrong login/bank password is entered three times in a row upon login, or
  - sending of orders with an incorrect electronic signature of the given User is attempted three times in a row.
- 4.3.2. Following banning, the banned User shall not be able to log on the system even with a correct login password, and the electronic signature generated with his/her correct signature password shall also be refused by the Home Banking System. Banning of the User may be released in the case of Spectra and Spectra Light by the written statement of the Account Owner provided in the form required by the Bank, or in case of MultiCash with the Bank's approval and initialization of a new BPD file. Banning may be avoided if the Service is used properly, which is why the Bank accepts no liability for any damages arising from banning.
- 4.3.3. Electronic signature(s) and the authorization levels assigned to them are verified by the Bank. Home Banking accepts the electronic signature as being correct if after decoding the control amount of the coded data is matching the content of the set of data submitted with the order signed. Accordingly, the system does not accept electronic signatures if:
- a wrong signature password is used when generating the signature, or
  - the content of data of the orders is changed following electronic signature.

If the electronic signature is correct, the Bank declines any liability for any damages arising from the use of the system or any unauthorized disposal over the account.

- 4.3.4. If an incorrect password is entered, the CP calls the User's attention to this fact and login shall fail. The CP sends a warning message concerning problems with the electronic signature in case of MultiCash at the time of signing, while in the case of Spectra and Spectra Light only when the order package is sent.

4.3.5. The Bank may reject any electronic orders submitted via the CP system that are sent to the Bank's account management system later than 30 days from electronic signature (in case of MultiCash, this only applies to items waiting for remote signature).

4.3.6. The User is obliged to change the initial login password following the first login. By knowing the valid password, the User is entitled to unilaterally modify his/her login and signature passwords at any time.

#### 4.4. Spectra and Spectra Light

4.4.1. By concluding the Service Agreement, the Bank agrees to execute the orders sent by the Account Owner or the User through the Client Program, and to provide information that is available for inquiry through the Client Program. Registration of the CP – which takes place after an order for registration is submitted – may be done as soon as the signature password is set for the authorized User.

4.4.2. The Account Owner shall receive an Installation Guide in a printed form, which contains the most important information needed for the installation of the program. The User Manual containing detailed information on the operation, use and services of the Spectra or Spectra Light system as well as other useful information is available in an electronic format on the installation CD-ROM, or in the Help menu of the Client Program following installation. The list of services available through the Spectra or Spectra Light system is contained in the prevailing client information related to Spectra or Spectra Light services.

4.4.3.

- a) Specification of authorizations for the User(s) to dispose of accounts is made by a so-called authorization score. The authorization score may be specified for each account. In order for the Bank to accept an order, the score of the User signing the order must be at least 10, and if there are several signatories, their total score must be at least 10 (e.g. two signatories should have 5 points each). If the score is zero, then the User, having a log-in Password, shall only have a right of inquiry.
- b) For sending orders through a free-format letter or any kind of letter as specified in the prevailing client information, it is needed to determine the 'score for signing letters' or score for corporate signature on the form provided by the Bank. To the score(s) of signature(s) of the User(s) the above provisions shall

apply. The prevailing Client Information shall specify whether the verification of authorizations to sign for a given order type shall be done on the basis of a so-called 'score for signing letters' or based on the authorization score set for the given account. In the case of business partnerships, the right of corporate signature or the right for signing letters may only be granted to the authorized representatives of the company. If client programs with version numbers below V5.10-01 are used, in the case of orders for deposit making, cancellation of deposit, cash delivery or Investment Funds, the verification of signature authorizations is also performed on the basis of the so-called 'score for signing letters', meaning that in the case of business partnerships such orders may only be submitted by the authorized representatives of the company.

In a free-format letter, no orders, instructions regarding any account or any other instructions may be submitted which could otherwise be forwarded directly within the system, using a function available to the given user. This does not apply to the customs duty (customs and community tax), and to transfer orders concerning the payment of customs deposit, regarding which the customs authority has a right to online inquiry. The Bank shall execute incoming orders according to its business regulations, and shall disregard any letters whose contents are not in line with or conflict with its business regulations.

- c) If the Account Owner granted the User a right of inquiry extending to all accounts – in the Agreement or on the form specifically designed for this purpose –, then the User shall have the right to make inquiries regarding account balances, transactions history and account statements for any current and future accounts of the Account Owner (including bank accounts, client accounts, deposit accounts and credit accounts, as well). The "right of inquiry extending to all accounts" does not include securities accounts. Rights of inquiry or disposal over securities accounts shall be regulated on an individual basis.
- d) Balances of deposit accounts as well as the details of individual fixed deposits are accessible for inquiry without any special setting of authorizations to Users who have at least a right of inquiry over the account in which the deposit was made.
- e) If the set of data in a given order does not have the necessary electronic signature(s) worth at least 10 points, the program shall call the User's attention to this fact upon submission of the order while rejecting the order as well as its execution. The Bank shall accept no liability for any damages arising from such procedures.



- 4.4.4. During the use of the system, the Bank allows for the downloading of account statements to a PC.
- 4.4.5. The system enables the use of so-called templates which facilitates the completing of orders submitted in favour of beneficiaries to whom the Account Owner initiates transfers frequently. The system saves the templates by Account Owners; therefore, if a User saves a template, such template may also be managed by another User belonging to the same Account Owner.
- 4.4.6. The Account Owner acknowledges that the Bank shall only consider an order submitted if it is successfully sent to the Bank's server. On the screen of the CP, a confirmation message shall appear if the order was received by the Bank's computer. The Bank shall be entitled to reject any order which, on the basis of these General Terms and Conditions or the special business regulations pertaining to different transaction types of credit institutions, cannot be executed. The status of orders may be retrieved in the menu item 'Sent orders'.
- 4.4.7. The Bank may reject any orders that are sent to the Bank's account management system later than 30 days from signature.
- 4.4.8. The Account Owner may initiate transfer orders in HUF to the benefit of a bank account maintained with a Hungarian credit institution only by completing a domestic HUF mask (data input field), and transfer orders in a foreign currency only by completing the foreign currency transfer mask. The Bank reserves the right not to execute HUF transfer orders to credit a bank account maintained with a Hungarian credit institution if the foreign currency transfer mask was completed, and foreign currency transfer orders if the domestic HUF mask was completed, and such orders may be cancelled by the bank upon notification of the Account Owner on this fact. The Bank shall not be liable for any damages or consequences arising from the non-execution of such orders.
- 4.4.9. Transfer orders in HUF to the benefit of a bank account maintained with a foreign credit institution shall qualify foreign currency transfer orders, so they may only be submitted to the Bank by the Account Owner completing the foreign currency transfer mask.

#### 4.5. Multicash

- 4.5.1. The Bank delivers the Client program by installing it to the personal computer of the Account Owner together with the User Manual. The description of the Client program and the rules of its use are contained in the User Manual, and the essential technical conditions for the use of the program are included in the Client Information attached as an Annex to the MultiCash Service Agreement. Upon installing the Client program, the Bank shall provide a one-time training free of charge to the staff of the Account Owner.
- 4.5.2. For a fee agreed upon, the Bank shall deliver the program packages ordered together with the program manual and the communication key disk or signature disk(s), and shall ensure the maintenance of the Client program.
- 4.5.3. The maintenance service of the Bank includes:
- delivering the latest version of the software approved by the Bank,
  - delivering the modifications to the current version of the software,
  - delivering any new documentation,
  - hotline service during working hours (Monday – Friday: 7.30 – 18.10)

The Account Owner shall pay the fee of all other maintenance services related to the MultiCash service, not included in the above list and provided by the Bank or by a third party on behalf of the Bank. Such fees are payable to the Bank within 8 days from receipt of the invoice.

- 4.5.4. The identification of the Account Owner authorized to avail of MultiCash services is ensured jointly by the communication key disk (BPD file) provided by the Bank, the bank password, and the Electronic signature. The Account Owner may decide at its own discretion and risk to whom and under what conditions it provides access to the MultiCash system.
- 4.5.5. Upon the first login to the system, the Account Owner or the User granted an access right to the MultiCash system by the Account Owner shall change his/her password and define a so-called bank communication password, or, when using an Electronic signature, set the Signature passwords, too. After the initialization(s) the Account Owner shall be able to use the MultiCash Service within the limits of his/her authorization level.

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4.5.6. The Account Owner shall keep a computer protocol for all order files, archive such protocol and submit it to the Bank upon request. The computer protocol is generated by the program automatically. Turning off this function or deleting the computer protocol is not allowed.

4.5.7. If there are any problems or disputes that cannot be resolved by phone or at a meeting in person, objections can be submitted in all cases by sending a copy of the so-called computer protocols to the Bank.

## III. SPECIAL PROVISIONS REGARDING CERTAIN FINANCIAL AND ADDITIONAL FINANCIAL SERVICES

### 1. Bank account maintenance

#### Conclusion of the framework agreement, main rights and liabilities of the parties, preliminary information, main components of the Framework Agreement

1.1. Based on the written bank account agreement concluded with the Account Owner, the Bank shall manage and register the Funds owned by the Account Owner, execute regular payment orders and perform payment transactions against such funds (and in general, in connection with the bank account), pay interest on the account balance according to an agreement or as per the relevant List of Conditions, and inform the Account Owner of the amounts credited or debited to the bank account as well as of the balance thereof. The Account Owner agrees to pay the counter-value of services, to make funds available in order to cover the payment orders given against the bank account prior to their execution, and to pay the amount undertaken by the Bank to be refunded.

1.2. Identification of the bank account used for the execution of payment transactions is based on the Account Owner's full or abbreviated name and individual bank account number.

The prerequisite for opening a bank account (Payment account) is the presentation of documents prescribed by law. Bank accounts opened for registering the money instruments related to the business activity of the Bank's Clients who are domestic legal entities, unincorporated business organizations, private individuals subject to value added tax and sole traders shall be handled by the Bank – unless otherwise agreed upon by the parties – as a Cash Account, except the accounts in which the Bank manages the money instruments of the Account Owner over which the latter has no free right of disposal (e.g. custody account, security deposit account, collateral account, or any

amounts due to another person upon any other legal title or based on a separate agreement).

1.3. The Bank shall open a bank account (Cash Account or other bank account) to the Client as Account Owner according to the Signature Card.

1.4. The Bank is entitled to change the number of the Client's bank account by notifying the Client of this fact at least 30 days in advance.

#### Rights of disposal

1.5. The Bank shall regard the Account Owner as the sole person authorized and obliged to dispose of the bank account, unless the Client gives a written authorization to a third person to dispose of the account. The right of disposal and any transfer of such right shall otherwise be subject to the provisions relating to representation. If the Client deceases, the right of disposal of the person having an authorization or a right of disposal over the account shall cease (on the day the fact of death is established). After the Bank obtains knowledge about the Client's death by any means, it shall be entitled to suspend the right of disposal of the authorized person(s) or of the person(s) having a right of disposal over the account at its own discretion until obtaining trustworthy evidence on the fact of death.

1.6. The instruction shall contain the precise full and abbreviated name of the Client, the number of the account concerned, and the signature of the person(s) authorized to give the instruction, which must be identical to the specimen signature provided, and, depending on the nature of the instruction, the information prescribed by the Bank or by law, necessary for the order to be executed.

1.7. Should the Client provide the authorization or instruction related to the bank account in a manner that is not customary at the Bank, but is otherwise compliant with

its format and content requirements, the Bank may, based on its judgment, perform the instruction.

- 1.8. The Account Owner may grant rights of disposal over the bank account to third parties in the manner specified in contract provisions for the specific services related to the bank account as well as in the bank card agreement concluded with the Bank. The Bank shall not examine the relationship between the Account Owner and the authorized person.
- 1.9. The proxy, any amendment thereto and the termination thereof shall be signed by the Account Owner in the same manner as it appears on the Signature Card. The exact content and period of validity of such proxy shall be determined by the Account Owner. Until any modification or termination of the proxy, the authorized person – within the scope of the proxy – shall be granted the rights and bound by the obligations of the Account Owner's authorized representatives.
- 1.10. In contrast to the provisions of the section "Representation" of these Terms and Conditions, the Account Owner may grant rights of disposal over the payment account to third parties also on an 'ad hoc' basis. Such an 'ad hoc' proxy may be accepted by the Bank, provided that it is put into a public document or a private document providing full evidence. In the event of any suspicion, any inaccuracy in the data of the proxy issuer or the proxy holder or in any other important items of the proxy, or any unclear information or any suspected abuse, the Bank shall be entitled to refuse the execution of payment orders submitted based on such a proxy, and to call upon the proxy issuer to make a new statement.
- 1.11. Rights of disposal of the proxy holder shall not entitle him/her to make any legal statements to assign new proxy holders, or to change or terminate the authorizations of any proxy holders.
- 1.12. The Bank shall not be liable for any delayed or faulty execution if this was due to any wrong, insufficient or inconsistent information in the payment order or notification of the proxy holder, or to any failure to provide notification on changes in his/her data submitted.
- 1.13. The Bank shall examine the presence and authenticity of signatures on payment orders by comparison with the ones provided on the Signature Card. Any legal entity being an Account Owner shall acknowledge that in its relations with the Bank, the company stamp potentially used by it shall solely serve to state

the name of the company, and the Bank shall not examine the presence, form or content thereof nor assume any liability for doing so. If the payment order bears a signature different from the one given on the Signature Card, the Bank shall return the payment order unfulfilled to the sender by stating the reason, or may choose to request a confirmation over the phone at its discretion. The Bank shall be entitled to record such phone confirmation, to which the Account Owner gives his/her consent by accepting this Framework Agreement. Any changes of which the Bank is notified shall be taken into account by the Bank from the date of confirmation of such notification.

- 1.14. Cash may be deposited or withdrawn in the branch offices of the Bank at the cash desks. In addition, Clients holding bank cards may also avail of the automatic teller machines (ATM), or use the cash desk of another Bank.

In case of cash withdrawal, the Bank shall require proof of the identity of the person making withdrawal, and of his/her authorization to withdraw cash. Cashier hours: according to the opening hours of the branch office. The Bank reserves the right to occasionally deviate from the cash-desk hours published, by complying with the provisions of the law. The Client's obligations regarding preliminary notification on intended cash withdrawals as well as value limits are contained in the prevailing List of Conditions. With respect to cash deposits made at the cash desk, the Client shall be liable for the accuracy and veracity of the legal title specified for the payment, and the Bank shall not examine it unless it is bound to do so by law. Should the money the Client intends to deposit be or seem to be forged or counterfeit, the Bank shall take it down on record, withdraw the said money from circulation and send it to the National Bank of Hungary (MNB) for investigation without delay. The receipt of such money – whether prior to the conclusion of the investigation or when the MNB ascertains that the money is forged or counterfeit and withdraws it from circulation – shall not give rise to any financial claim on the part of the Client.

- 1.15. The Bank shall perform funds transfer transactions exclusively in forint or in convertible foreign currencies.
- 1.16. The Bank shall pay interests for the claims registered in the Client's bank account according to the prevailing List of Conditions and shall settle it in the account by the due date set in the List of Conditions without any special instruction of the Client.

1.17. The bank calculates the interest paid to the Client on the basis of the number of calendar days, using the following formula:

$$\text{interest} = \frac{\text{principal} \times \text{interest rate (\%)} \times \text{number of calendar days}}{36\,500}$$

1.18. The Bank shall charge the fees and commissions specified in the prevailing List of Conditions for managing the Client's accounts and for effecting cash transactions therein. Such fees and commissions shall be debited by the Bank to the Client's bank account on the due date specified in the List of Conditions, without any special instruction of the Client.

1.19. Unless otherwise agreed between the Bank and the Client, on each Bank Business Day when there is any debit or credit entry in the Client's bank account, the Bank shall prepare and send a bank account statement of such debit and credit entries to the Client on paper or, based on a separate agreement, electronically.

1.20. The bank account agreement is concluded for an indefinite period of time as a Framework Agreement, and as such it shall contain not only the conditions of opening accounts but also all essential conditions for future payment orders and payment transactions.

1.21. The Bank shall be entitled to terminate the Framework Agreement and transfer the credit balance of the account to a non-interest bearing suspense account if there has been no activity in the account for a period of at least one year.

1.22. Expiration of claims in the account shall not automatically result in the termination of the account agreement.

1.23. Any breach of contract on the Client's part, in particular any failure to perform his/her obligations of payment or information supply, or the Client's any suspected criminal act or conduct which is likely to relate to a criminal act, the Bank may generally cancel the Framework Agreement with immediate effect but restrictions set forth in section III/1.15 shall still apply to the Bank in such cases. The Bank shall cancel the Cash account with immediate effect – by observing the restrictions applying to the Bank in relation to Orders set aside as a preference as per section III/1.15 – if, within 90 days from opening the Cash account, the organization obliged to open a cash account certifies by a document not older than 30 days issued by the registering organization that it is included in the registry. Upon termination with immediate effect, all

debts of the Client arising from the bank account agreement shall immediately become outstanding and payable, and the Client shall settle them with the Bank in a single amount within eight calendar days following receipt of the notice of termination.

1.24. Upon termination with immediate effect, or if the Client does not give any instructions regarding the amount in the account following termination of the Framework Agreement by cancellation or due to any other reason, the Bank shall transfer the credit balance of the account to a non-interest bearing suspense account for a period of not more than five years.

1.25. Upon death of the Account Owner, the Framework Agreement shall be terminated (i) in the case of a testamentary order by transferring the account balance to the account of the beneficiary/-ies following their identification and the submission of the certificate of death, or (ii) in other cases, after the identification of the heirs duly proving their rights by an original deed (with an original, final notarial deed of the grant of probate with full effect, a court decision or a certificate of inheritance, or, in the case of foreign persons, the equivalent documents according to the jurisdiction of their respective countries, in an authenticated form) by paying them the amount of the account balance. The Bank shall only deliver the assets, placed with the Bank, of the testator Client holding a bank account to the heir(s) if the above-mentioned documents are submitted.

### Payment transactions, payment orders and methods of payment

1.26. Any payment transaction – except official transfers and summons for transfers – shall only be executed if the paying party approved it in advance (or subsequently, in the cases specified in the bank account agreement).

1.27. Methods of payment that can be applied in payment transactions are cash payment, payment between Payment accounts, cash payment related to the Payment account, and payment without Payment account; more specifically:

a) **Methods of payment between Payment accounts:**

- aa) transfer,
- ab) collection,
- ac) payment initiated by the paying party through the beneficiary,
- ad) documentary credit (letter of credit).

b) **Methods of cash payment related to the Payment account, in particular:**

- ba) issuance and cashing of cheques for payment in cash,

- bb) cash deposit in payment accounts,
- bc) cash disbursement from payment accounts.
- c) Methods of payment without Payment account, in particular:
  - ca) cash transfer.

Detailed rules of the above-listed methods of payment are governed by the MNB's decree No. 18/2009. (VIII.6.) on cash transactions.

### **Main features of the services related to methods of payment to be applied in payment transactions in the case of methods of payment between Payment accounts:**

#### **Transfers, general rules for transfers**

- 1.28. By submitting a payment order for bank transfer (transfer order), the Account Owner as paying party gives an instruction to the Bank to transfer (settle) a given amount against his/her Payment account in favour of the beneficiary's payment account.
- 1.29. The transfer order shall be submitted by the Account Owner as paying party to the Bank as payment service provider managing the Account Owner's Payment account.
- 1.30. Based on an agreement with the payment service provider, the transfer order may also be submitted with a debit date.
- 1.31. If the date specified as debit date does not fall on a working day, or there is no such a date in the given month, then the following working day shall be considered as debit date.

#### **Transfers, specific rules for transfers**

##### **Batch transfers**

- 1.32. In case of batch transfer, the Account Owner as paying party – based on an agreement concluded with the Bank as the Account Owner's payment service provider – may submit transfer orders having the same legal title but directed to different beneficiaries in the form of batches, at the place and in the manner set out in the framework agreement. The payment service provider managing the account of the beneficiary shall inform the payment service provider managing the payment account of the paying party about any non-performance (failed crediting) of the batch transfer order as well as about the reason thereof. The payment service provider managing the payment account of the paying party shall forward such notifications (failed orders) to the paying party electronically.

#### **Standing order**

- 1.33. By submitting a standing order, the Account Owner as paying party gives an instruction to the Bank to transfer a given amount regularly, on fixed dates (debit dates). The Bank shall execute the standing order as long as such order is not withdrawn by the Account Owner as paying party, or until the last date of performance specified in the order expires.

#### **Official transfers and summons for transfer**

- 1.34. In judicial enforcement procedures, administrative enforcement procedures and tax execution procedures, financial claims shall be settled through the respective action of the party authorized to issue official transfer orders or summons for transfer by means of official transfer or in accordance with the instructions of the summons for transfer.
- 1.35. In case of official transfer, the payment service provider of the paying party shall debit the payment account of the paying party with a given amount that shall be credited to the payment account specified by the issuer of the official payment order.
- 1.36. If any Client who is an Account Owner is entitled to issue official transfer orders, he/she may initiate an official transfer through the Bank, which shall be obliged to forward it to the payment service provider of the debtor in the official transfer transaction.
- 1.37. In the case of official transfers and transfers based on summons, the Account Owner as paying party shall not be entitled to exercise any right to adjustment.
- 1.38. Receipt of the official transfer order shall not be refused either by the paying party or by the payment service provider of the party entitled to initiate official transfers.
- 1.39. Financial claims to be settled according to the instructions of official payment orders or summons for transfer shall be governed by these Terms and Conditions as well as by the MNB's decree No. 18/2009. (VIII.6.) on cash transactions.

#### **Domestic transfers in HUF**

##### **Bank transfers or transfers between accounts within the Bank**

- 1.40. Main features of the service: In executing transfers in HUF initiated by a client to the benefit of another client, or transfer orders to be performed between the client's own accounts, the Bank shall debit the payment account of the paying party and credit the payment account of the beneficiary.

1.41. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, amount to be transferred, currency of the transfer (always HUF), bank account number of the beneficiary, name of the beneficiary.

### **GIRO (transfer)**

1.42. Main features of the service: The GIRO transfers are performed in the intraday or overnight settlement system of the GIRO, the orders are executed by the Bank as it is set out in the List of Conditions. Transfer orders in HUF initiated by the client shall be forwarded by the Bank through the Interbank Clearing System operated by GIRO Elszámolásforgalmi Zrt to the beneficiary's payment service provider.

1.43. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, amount to be transferred, currency of the transfer (always HUF), bank account number of the beneficiary, name of the beneficiary. The order shall not be qualified as domestic HUF transfer order if the order was submitted as domestic HUF transfer order but the currency of the bank account to be debited or to be credited is different from HUF and therefore the data other than those specified in this section plus the comments shall not be considered by the Bank.

### **VIBER**

1.44. Main features of the service: Transfer orders in HUF initiated by the client shall be forwarded by the Bank through the VIBER (Valós idejű bruttó elszámolási rendszer; 'Real Time Gross Settlement System') operated by MNB to the beneficiary's payment service provider.

1.45. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, amount to be transferred, currency of the transfer (always HUF), bank account number of the beneficiary, name of the beneficiary.

1.46. The Bank shall credit incoming amounts received through VIBER to the benefit of the Client within 2 hours from the time the amount is credited to the Bank's account, and shall do so with the same value date, in order that the incoming amount may cover the Client's payment orders of that day. Should the incoming amount transferred through VIBER be credited to the Bank's account after the closing time of VIBER Client items, the Bank shall make the credit entry with the same value date but at the time specified in the prevailing provisions of law and regulations on cash transactions.

1.47. Upon the Client's written request, the Bank shall execute the Client's Order through VIBER (Valós idejű bruttó elszámolási rendszer; "Real Time Gross Settlement System", hereinafter: VIBER). The Bank shall only receive payment orders for execution via VIBER that are denominated in forints and directed to a beneficiary which maintains an account with another domestic bank being a VIBER member. In the prevailing List of Conditions, the Bank defines detailed rules relating to the time of acceptance and execution of Orders.

### **Batch transfer**

1.48. Main features of the service: Transfer orders in HUF initiated by the client shall be credited by the Bank to the beneficiary's account maintained with the Bank or forwarded by the Bank through the Interbank Clearing System operated by GIRO Elszámolásforgalmi Zrt to the beneficiary's payment service provider. The amount debited shall appear in the account of the paying party as a single amount.

1.49. Data and individual identifiers necessary to execute payment orders: Number of the account to be debited, name of the paying party, and for each transfer: the amount to be transferred, currency of the transfer (always HUF), bank account number of the beneficiary, name of the beneficiary, legal title of the transfer.

1.50. Batch transfer orders shall only be accepted by the Bank through an electronic banking system.

### **FX and international HUF transfers**

1.51. It refers to any transfer order whose execution affects at least one currency other than forint, as well as to any HUF transfer orders in which the payment service provider of the beneficiary provides such services outside the boundaries of the Republic of Hungary.

### **FX bank transfers or FX transfers between accounts within the Bank**

1.52. Main features of the service: In executing transfers in foreign currency initiated by a Client to the benefit of another client, or transfer orders to be performed between the Client's own accounts, the Bank shall debit the payment account of the paying party and credit the payment account of the beneficiary.

### **FX and international HUF transfers outside the Bank**

1.53. Main features of the service: Transfer orders initiated by the Client shall be forwarded by the Bank to the beneficiary's payment service provider through the settlement mechanisms available to and agreed upon

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by the Bank, provided to its clients, in compliance with contract provisions and/or general terms and conditions applied by such systems.

1.54. Common rules regarding the data and individual identifiers necessary to execute payment orders:  
 In FX transfer orders, the Client shall select or enter as a minimum the data to be compulsorily provided in the appropriate fields of the forms or of the order mask available in the electronic banking system. In particular the following data are needed:

Currency of execution / transfer (with a 3-character ISO code),  
 Amount,

Currency of the amount (with a 3-character ISO code), or if such data are not contained in the order, then the Bank shall consider the currency of execution to be the currency of the amount, as well.

Account to be debited,

Name and address of the paying party,

8- or 11-character BIC (SWIFT) code of the beneficiary's payment service provider – if such code exists, it must be provided.

Name and address of the beneficiary's payment service provider

Beneficiary's account number, in IBAN (International Bank Account Number) format, provided that IBAN account number format exists in the country of the beneficiary.

Name and address of the beneficiary

1.55. If the BIC (SWIFT) code is entered, the Bank performing the order shall consider it as primary information, and disregard the name and address of the beneficiary's payment service provider specified next to the BIC code. If the beneficiary's payment service provider has no BIC (SWIFT) code, the "Bank ID number" usually applied in the given country may also be entered in the appropriate field of the order. In this case, the bank ID number shall be filled in according to SWIFT standards.

### Collection, and general rules for collection

1.56. By submitting a collection order, the Account Owner as beneficiary gives an instruction to the Bank as payment service provider managing its payment account to collect a given amount against the payment account of the paying party, to the benefit of the Account Owner's Payment account.

1.57. The collection order shall be submitted by the Account Owner as beneficiary to the Bank as payment service provider managing the Account Owner's Payment account.

1.58. After receiving the collection order, the Bank as payment service provider managing the Payment account of the Account Owner as beneficiary shall verify the data relating to the Account Owner as beneficiary (beneficiary according to the document if any document must be attached to the collection order; correspondence between the Account Owner as beneficiary and the bank account number; signature of the person having rights of disposal as provided to the Bank as payment service provider).

1.59. The Bank as payment service provider managing the Payment account of the Account Owner as beneficiary shall forward the data of the collection order to the payment service provider managing the payment account of the paying party following verification of the items mentioned in section 1.58.

1.60. The Bank as payment service provider of the Account Owner as beneficiary may submit the collection order directly to the payment service provider managing the payment account of the paying party.

1.61. If any document must be attached to the collection order, or it must be counter-signed based on any provision of law or any agreement, then the collection order so prepared shall be forwarded by the Bank as payment service provider managing the payment account of the Account Owner as beneficiary, and as beneficiary entitled to direct submission according to section 1.60. to the payment service provider managing the payment account of the paying party in a manner enabling the verification of delivery.

### Domestic collection

1.62. Main general features of the service: Collection orders initiated by the client as beneficiary shall be forwarded by the Bank to the paying party's payment service provider through the settlement mechanisms available to and agreed upon by the Bank, provided to its clients, in compliance with contract provisions and/or general terms and conditions applied by such systems, and/or shall credit the incoming collected amounts to the beneficiary's payment account. In case of domestic collection, payment service providers of both the beneficiary and the paying party shall provide their payment services in the territory of the Republic of Hungary.

1.63. Common rules for the supply of data and individual identifiers necessary for the execution of collection orders: amount to be collected, bank account number of the Beneficiary (account to be credited), name of the

Beneficiary, bank account number of the Paying party (account to be debited), name and address of the Paying party, and other compulsory information required for the various sub-types of collection.

submit a collection order against the obligor's payment account or bank account through a cash transaction to enforce the financial claim even without the respective authorization of the obligor.

### Collection based on an authorization letter (type 1)

1.64. In the authorization (authorization letter), the account owner as paying party shall authorize the beneficiary – in the manner determined by the account owner at its payment service provider – to submit a collection order. In the authorization letter, the paying party and its payment service provider may also agree upon the conditions of submission.

1.65. Compulsory and optional items of the authorization letter, and the order of procedure regarding the termination of Framework Agreements affected by collection transactions based on authorization letters are governed by the MNB's decree No. 18/2009. (VIII.6.) on cash transactions.

1.66. In the absence of the Bank's written confirmation, in the letter authorizing the submission of a (prompt) collection order, no stipulation regarding the upper limit of the order, the frequency of submission (i.e. occasional, monthly or daily) or its placement in a queue (i.e. keeping in a pending status) shall be valid, and neither shall it be valid to make the withdrawal of the authorization letter dependent on the fulfilment of a particular condition (e.g. consent of a third person). The Bank is entitled to refuse to take receipt of the authorization letter for submitting a prompt collection order if according to the judgment of the Bank the prompt collection orders to be submitted based on the authorization letter may threaten the fulfilment of the Client's payment obligation towards the Bank.

### Collection related to bills of exchange (type 4)

1.67. If the collection order is aimed at the collection of claims based on a bill of exchange, the authorization of the direct debtor is represented by the bill of exchange itself.

1.68. Detailed rules regarding the submission of the collection order based on bills of exchange as well as the order of procedures for having the bills protested are contained in the MNB's decree No. 18/2009. (VIII.6.) on cash transactions.

### Collection order based on an enforceable document according to MNB decree 21/2006 (type 2)

1.69. If general conditions of judicial enforcement already existed before 1 November 2009, the obligee may

1.70. If the collection order is submitted based on an enforceable document for the claim to be enforced based on the document serving as a basis for enforcement, the client being an obligee shall state the word "Execution" on the prompt collection order and enter "2" in the field "reason of submission".

1.71. To the collection order of type 2, based on an enforceable document, an original or authenticated copy of the document serving as a basis for enforcement shall be attached unless the law provides for otherwise. If the operative part of the decision on appeal serving as a basis for enforcement does not contain the amount of condemnation, the decision of first instance shall also be attached. If enforceability depends on a certain condition or date, a public document certifying the occurrence of that condition or date shall also be attached.

1.72. To the collection order submitted to enforce a claim based on a document serving as a basis for enforcement, the obligee shall also attach the statement according to section (1) c) of Article 66 of the Pft. The Bank as payment service provider participating in the execution of the collection order shall not examine whether the statement bears a valid corporate signature.

1.73. The obligee may ask for the return of the document serving as a basis for enforcement or the authenticated copy thereof if the document, due to its content, must be used more than one time for the enforcement of claims. The Bank shall execute such orders only if the obligee submits the collection order based on an enforceable document together with the document serving as a basis for enforcement or the authenticated copy thereof and a simple copy (extract) of the operative part of that document.

1.74. If the bank account (Payment account) of the Account Owner as obligor does not provide sufficient coverage for the execution of the collection order based on an enforceable document, and according to the decision attached to the collection order default interest is payable until the date of payment, then the additional interest which the obligee is entitled to for the period of the lack of coverage – in addition to the default interest to be enforced through the collection order – shall be debited to the obligor's bank account



(Payment account) and credited to the obligee's bank account (Payment account) by the Bank as payment service provider managing the obligor's bank account (Payment account) acting officially, without any further instruction of the obligee.

### Cashing of cheques (type 5)

1.75. If the collection order is aimed at the collection of amounts of cheques, the authorization of the issuer of the cheque is represented by the cheque itself. To orders submitted for the cashing of cheques, the original copy of the cheque must be attached.

### Direct debit

1.76. Based on the authorization given by the Account Owner as paying party concerned, and according to the agreement with its own payment service provider, the beneficiary shall submit collection orders with the same legal titles but to be debited to the payment accounts of different paying parties, bearing a debit date, in the form of batches.

1.77. The Bank as payment service provider managing the Payment account of the Account Owner as paying party, based on the authorization received from the Account Owner as paying party for the execution of a direct debit order, shall inform the beneficiary of the acceptance, modification or termination of the authorization through the payment service provider managing the beneficiary's account within six working days from receipt of the authorization. The payment service provider shall only inform the beneficiary of the upper limit of payment with the consent of the Account Owner as paying party. Given that prior to 1 November 2009 the Account Owner is not required to make a statement on the authorization given for a direct debit order about whether the Bank is permitted to inform the beneficiary of the upper limit of payment or not, the Bank shall consider that with respect to authorizations given prior to 1 November 2009 the Account Owner had not authorized the Bank to inform the beneficiary of the upper limit of payments made according to the authorization. If the Client does not complete the section 31 entitled "Statement" of the PFNY specified by MNB's decree No. 18/2009, the parties shall consider that the Client did not consent to the notification of the beneficiary on the upper limit of payment.

1.78. The beneficiary shall inform the person having contract relations with it as well as the payment service provider managing the account of the paying party on whether it acknowledges or rejects the authorization. The Bank

as payment service provider managing the Payment account of the Account Owner as paying party shall consider the authorization as having been acknowledged by the beneficiary also in the event that the beneficiary starts collection.

- 1.79. The authorization as well as the modification thereof may also be sent by the beneficiary to the Bank as payment service provider managing the Payment account of the Account Owner as paying party. The beneficiary shall forward the authorization received from the paying party to the Bank as payment service provider managing the payment account of the paying party. The Bank as payment service provider managing the payment account of the paying party shall handle incoming authorizations as per section 1.64.
- 1.80. Upon request of the Account Owner as paying party, the Bank as payment service provider managing the payment account of the Account Owner as paying party shall issue a certificate on the valid authorization relating to the direct debit order affecting the Payment account of the Account Owner as paying party. Requesting such certificate shall mean no cancellation of the given authorization unless the Account Owner as paying party specifically provides for that. The Account Owner as paying party may submit the certificate to another payment service provider as a new authorization.
- 1.81. Upon taking notice of the new authorization, the beneficiary shall regard the former authorization related to the same agreement as void.
- 1.82. The authorization shall be based on the form PFNY 31 as specified in the MNB's decree No. 18/2009. (VIII.6.) on cash transactions, and the certificate mentioned in section 1.67 shall be based on the form PFNY 31/A as specified in the MNB's decree No. 18/2009. (VIII.6.) on cash transactions.
- 1.83. The beneficiary shall submit the direct debit order at the place, in the manner and with the frequency (deadline of submission) specified in the framework agreement concluded with its payment service provider managing its account at least five working days prior to the debit date stated on the collection order.
- 1.84. The payment service provider of the beneficiary shall perform its tasks arising from the execution of the direct debit order in accordance with section (1) of Article 5 of the MNB's decree No. 18/2009. (VIII.6.) on cash transactions not later than on the working day following receipt of the order.

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- 1.85. The Bank may also inform the Account Owner as paying party of the direct debit order prior to the execution thereof.
- 1.86. The Account Owner as paying party may block the execution of the direct debit order with the Bank by the end of the working day preceding the debit date. Blocking may only be effected against the full amount of the collection order affecting the Account Owner as paying party effecting blocking. In case of blocking, the Bank shall proceed according to the instructions related thereto without examining the justification and legitimacy of blocking. Blocking shall not affect the validity and conditions of the authorization.
- 1.87. The Bank as payment service provider managing the payment account of the Account Owner as paying party shall inform the payment service provider managing the payment account of the beneficiary on the performance or non-performance of the direct debit order as well as on the reasons thereof. The notifications and the data of orders completed shall be forwarded by the payment service provider managing the beneficiary's payment account to the beneficiary in the manner specified in the framework agreement.
- 1.88. The Bank as payment service provider of the Account Owner as paying party shall inform the paying party of any failed direct debit order not later than upon the subsequent notification provided for in these Terms and Conditions.
- 1.89. Any direct debit order that cannot be settled due to lack of coverage shall be placed in a queue by the Bank for a period of four working days from the debit date.
- 1.90. The Bank shall effect no partial payment for the direct debit order.

### Deferred settlement

- 1.91. By submitting an order for deferred settlement, the beneficiary gives an instruction to the payment service provider managing its payment account to collect a certain amount from the paying party having an account with the Treasury to the benefit of its own cash account in order to enforce a financial commitment on the basis of an agreement.
- 1.92. On the order for deferred settlement, the beneficiary shall set a deadline for the paying party to raise objections against performing the payment (hereinafter: deadline for objections). The deadline for objections shall be at the earliest the tenth

working day following submission of the order by the beneficiary to the payment service provider managing its cash account.

- 1.93. Prior to executing an order for deferred settlement, the Treasury shall inform the paying party in advance of the submission of such order, and shall execute the order according to the paying party's instructions. From this point of view, if the paying party does not exercise its right of challenge by the deadline for objections, this shall also be deemed an instruction.
- 1.94. 1.95. The paying party may lodge an objection with the Treasury against the execution of the order for deferred settlement as a whole or any part thereof at latest by the working day preceding the deadline for objections in the manner and form specified by the Treasury.
- 1.95. If the paying party raises no objection against the execution of the order for deferred settlement, this shall be deemed a consent to the execution of the collection.
- 1.96. In case of objection, the Bank shall proceed according to the content thereof without examining the justification and legitimacy of such objection.

### Documentary collection

- 1.97. By submitting an order for documentary collection, the beneficiary of the basic transaction shall hand over the documents serving as a basis for the claim to the payment service provider managing its payment account with the instruction to only deliver them to the paying party (addressee) if payment takes place, the bill of exchange is accepted, or any other conditions are met.

### SEPA collection

#### SEPA collection/debit

- 1.98. Main general features of the service: The Bank as payment service provider of the collector shall forward the collection order submitted by the collector/beneficiary only if denominated in euro, through the settlement mechanism agreed upon by the Bank, provided to its clients, in compliance with the conditions of the applicable contracts and the separate agreement entered into between the Bank and its clients to the payment service provider of the paying party, and/or shall credit the incoming collected amounts to the beneficiary's payment account. The Bank as payment service provider of the obligor shall receive the collection orders submitted against the obligor/paying party only if denominated in euro,

through the settlement mechanism agreed upon by the Bank, provided to its clients, in compliance with the conditions of the applicable contracts and the separate agreement entered into between the Bank and its clients to the payment service provider of the paying party, shall debit the account of the paying party and shall settle such amounts with the payment service provider of the beneficiary. The Bank is only able to provide SEPA collection services between payment service providers who are members of the SEPA direct debit schemes created by EPC as well as of the system of contracts which regulates it.

- 1.99. Common rules regarding the data and individual identifiers necessary to execute SEPA collection orders: Currency of collection – always EUR, Amount, 8- or 11-character BIC (SWIFT) code of the collector's payment service provider, IBAN account number of the collector, name and address of the collector, 8- or 11-character BIC (SWIFT) code of the obligor's payment service provider, obligor's IBAN account number, name and address of the obligor, Authorization ID. All further data to be submitted, all formats and conditions related to the method of submission of the order are contained in the separate agreement entered into between the Bank and the collector in connection with the supply of the service.

### **Core SEPA Direct Debit (hereinafter: CORE SDD)**

- 1.100. CORE SDD orders shall only be accepted and executed by the Bank if denominated in euros. The Client may only submit CORE SDD orders to the benefit of EUR accounts to the Bank.
- 1.101. CORE SDD collection orders shall only be executed by the Bank as obligor bank if it has the Client's preliminary authorization or statement in which the Client declares that he/she wishes to avail of the CORE SDD service, and wants the bank to execute the CORE SDD collection orders submitted against his/her account.
- 1.102. Statements regarding CORE SDD shall only be accepted by the Bank against EUR accounts. The statement shall contain among others the number of the account that shall/may be debited as a minimum.

### **Business to Business SEPA Direct Debit (hereinafter: B2B SDD)**

- 1.103. B2B SDD orders shall only be accepted and executed by the Bank if denominated in euros. The Client may

only submit B2B SDD orders to the benefit of EUR accounts to the Bank.

- 1.104. B2B SDD orders shall only be executed by the Bank based on the Client's preliminary authorization.
- 1.105. Authorizations for B2B SDD shall only be accepted by the Bank from Clients which do not qualify a micro-enterprise or consumer. In case of B2B SDD, the paying party may not exercise its right to reimbursement provided that the Bank acts in compliance with the authorization.

### **Payment initiated by the paying party through the beneficiary**

- 1.106. The Bank regulates this method of payment (payment by bank card) in the Bank Card Terms and Conditions.

### **Documentary credit (letter of credit)**

- 1.107. Within the framework of documentary credit, the payment service provider (opening payment service provider) assumes a liability in its own name, based on the obligor's commission in the basic transaction to pay the beneficiary the amount specified by the letter of credit if the beneficiary submits the required documents to the Bank and such documents are appropriate, or meets certain other conditions prescribed in the letter of credit by a given deadline.
- 1.108. The beneficiary shall submit the documents specified by the letter of credit to the opening payment service provider directly, by attaching an appropriate letter of request, or through its payment service provider managing its account.
- 1.109. The opening payment service provider shall pay the amount of documentary credit by bank transfer to the beneficiary's payment account specified by the letter of credit or in the letter of request.

### **Methods of cash payment related to the Payment account, in particular:**

#### **Cash deposit in payment accounts**

- 1.110. Cash deposits in a payment account may be accepted by the Bank managing the account, or another payment service provider different from the one managing the account, based on their agreement.
- 1.111. Cash may be deposited at the Bank's cash desk – provided that such service exists in the given Branch

– by using a cash deposit form or by signing a cashier’s receipt.

1.112. The cash deposit form or the cashier’s receipt contains the name and bank account number of the beneficiary, and makes it possible to enter a reference and other comments allowing for the identification of the paying party by the beneficiary.

1.113. The Bank shall immediately count the money deposited by the Account Owner, and shall immediately make it available in the Account Owner’s Payment account.

### Cash disbursement from Payment accounts

1.114. Cashier’s disbursement from a payment account means a payment transaction where the Bank pays out cash to the debit of the Account Owner’s payment account.

1.115. Cash disbursement by a disbursement postal order means a payment transaction where the Account Owner gives an instruction to the Bank to initiate a HUF disbursement in favour of the beneficiary to the address specified in the order, which the Bank shall perform through postal services.

### Methods of payment without Payment account, in particular: Cash transfer

1.116. Cash transfer means a money transfer without the use of a payment account based on a specific agreement, in which the amount transferred is made available to the beneficiary by the Bank a) through disbursement at the Bank’s cash desk, or b) by post (postal delivery).

### Approval of payment transactions

1.117. The Account Owner as paying party approves the Payment transaction in writing (by signing the payment order or any other document containing approval, and submitting it to the Bank), through a telecommunication tool or an electronic device. In the latter case, approval shall mean any act or action which, according to the contract provisions related to the given telecommunication or electronic tool (including user guides) means submitting a definitive payment order to the Bank, irrespective of how the given act or action is called in the contract provisions.

### Arrival and receipt of payment orders

1.118. The Bank shall receive payment orders every Bank Business Day until the closing time defined in the List of Conditions (which shall mean a closing time

with respect to the given product and given channel on a working day).

1.119. If any payment order is actually received by the Bank following the closing time of the working day assigned for the receipt of such payment orders, the Bank shall consider it received on the following working day.

1.120. The Bank shall receive payment orders in their order of arrival to the Bank, and shall execute payment orders aimed at the debiting of bank accounts in the order of receipt, unless any provision of law or the Account Owner provides otherwise. The order of receipt shall be established according to the Bank’s records.

### Accepting payment orders

1.121. In case of collection – if the Bank is acting as the service provider of the Account Owner as beneficiary – the time of receiving of the payment order shall be the time where the Bank takes over the payment order along with all data (including identification of the person with rights of disposal) and documents necessary for performing the tasks incumbent upon the Bank.

1.122. In case of collection – if the Bank is acting as the service provider of the Account Owner as paying party – the time of receiving of the payment order shall be the time where the Bank takes over the payment order along with all data and documents necessary for performing the tasks incumbent upon the Bank.

1.123. For cash deposits at the cash desk, the time of receiving of the payment order shall be the time when the Bank takes over the money from the paying party along with all data necessary for the execution in the Bank’s premises (branch) used for this purpose.

1.124. For cash deposits made at automatic teller machines enabled for cash deposit, the time of receiving of the payment order shall be the time when the payment service provider verifies the amount deposited, which date may exceed the effective date of deposit by not more than three working days.

1.125. For cash disbursement, the time of receipt of the payment order shall be the time when the Bank takes over the payment order along with all data necessary for disbursement, and the financial coverage is available for the payment order to be executed.

1.126. Based on an authorisation given by the Account Owner as a paying party in favour of a third person, the Bank shall queue collection orders presented on the basis of such authorisation, as provided in the authorisation. Orders shall only be executed up to the balance available on the account. If the coverage of the payment order is available only in part, the Bank shall execute partially only in the cases specified in the relevant laws and in the case of collection based on authorisation.

### Rejecting payment orders

- 1.127. If the payment order does not meet the requirements prescribed by law, the Bank shall refuse to execute it, unless the Bank – exercising its own discretionary powers – executes any payment order issued with data content which does not comply with regulations concerning the issue of such orders to the benefit of the Account Owner submitting the payment order because the Bank is able to ensure compliance with regulations concerning the data content of payment orders without rejecting the given order.
- 1.128. The Bank may reject any payment order which is issued and submitted in a manner not compliant with the conditions set in the framework agreement or in any other agreement concluded with the Account Owner.
- 1.129. Unless otherwise provided for in any legislation, the Bank shall reject payment orders which cannot be executed due to the lack of financial coverage, unless otherwise agreed upon with the Account Owner, in which case the Parties agree that transfer orders shall be put in a queue until the end of the 3rd Bank Business Day following the value date, and shall execute them according to the original order as soon as coverage becomes available.
- 1.130. Payment orders submitted against the bank account (such as official transfer, transfers based on summons, and prompt collection orders) shall also be executed by the Bank against the credit line related to the bank account.
- 1.131. If the Bank refuses to execute the payment order – unless otherwise provided for by law –, it shall inform the Account Owner of such refusal, and – unless prohibited by any provision of law – of the reason of refusal if possible, as well as of the procedure to be conducted in order to correct any factual error resulting in the refusal of the order.

### Form of payment orders

- 1.132. The Bank is only required to execute payment orders which are received by the Bank through an electronic banking system, on the form specifically designed by the Bank for this purpose, or on the form specified in MNB's decree No. 18/2009 on cash transactions, or – until 31 December 2010 – in MNB's decree No. 21/2006.
- 1.133. Payment orders submitted on paper shall be completed by the Account Owner in a legible manner, with black or blue ink pen, or a typewriter or a printer, in a manner to ensure that no addition or other modification of the document nor any forging thereof may be possible, and the document shall also be dated. Following that, the payment order shall in all cases be signed by the person having a right of disposal, in a manner identical to his/her signature provided on the Signature Card.
- 1.134. The Client shall be liable for providing accurate data in a format and with content suitable for the given order type, in compliance with international standards, with intelligible and – in case of handwriting – legible information. In addition, in case of electronic services it is especially important for the Client to use the appropriate order type and menu item. Failing to do so may result in a delayed or inaccurate transaction, or even the rejection of the order or damages to the client.
- 1.135. Any payment order submitted in a given currency by the person having a right of disposal shall be executed by the Bank against the Account Owner's bank account maintained in the given currency, unless the person having a right of disposal provides otherwise or it is prohibited by law, and provided that the relevant framework agreement allows for the given payment order to be executed.

### Data required for payment orders to be executed

- 1.136. The data necessary for a payment order to be executed are determined in the forms, or – in the case of electronic payment orders – in the data included in the given electronic means of payment.
- 1.137. The Bank shall not accept to execute any document containing a payment order and completed with insufficient, incorrect, unintelligible or inconsistent data, or on which there has been any deletion, modification or correction, or on which the amounts written out in numbers and in letters are not the same, or on which there has been any addition, deletion or

crossing out in the printed content of the document, or which are torn or dirty. In such cases a new form shall be issued.

- 1.138. If the document is intended to be an amendment, confirmation or repetition of a previous payment order, it shall be clearly indicated as such. In the absence of such indication, the Bank shall consider the payment order as a new one.
- 1.139. If the Client has provided incorrect or insufficient data for the order to be executed, the Bank shall not be liable for any damage that arises as a result.
- 1.140. The Bank shall not examine any data entered in the comment field of payment orders, nor their accuracy unless the Bank is required to do so by way of law.

### Withdrawal of orders or approvals

- 1.141. The Account Owner as paying party is entitled to withdraw his/her approval given for a payment order by the time specified in this Business Conditions and the List of Conditions. If a joint approval concerning more than one payment transaction is withdrawn, relating future payment transactions shall no longer be deemed approved, either. Upon request, the Bank shall confirm the date of withdrawal to the Account Owner.
- 1.142. Following receipt of the payment order by the Bank, the Account Owner as paying party shall no longer be entitled to withdraw the payment order. If the payment order was initiated by or through the Account Owner as beneficiary, the paying party shall not be entitled to withdraw the payment order following receipt of the approval for the payment order or the execution thereof by the Account Owner. In case of collection, the Account Owner as paying party may withdraw the payment order – without prejudice to his/her right to reimbursement – by the working day preceding the debit date. In the case of payment orders with a fixed debit date, the Account Owner may withdraw the payment order by the end of the working day preceding the debit date agreed upon by the Parties.
- 1.143. Following expiry of the above deadline, withdrawal shall be possible in the following cases and by the following deadlines: In the case of payment orders initiated by or through the beneficiary, the withdrawal of the payment order requires the consent of the beneficiary.

- 1.144. If the Account Owner wishes to withdraw his/her approval, he/she shall send the Bank a written statement to this effect by the above deadline. The Account Owner shall reimburse the Bank for any costs incurred in connection with such withdrawal (e.g. cost of change in FX position) upon the first call of the Bank, and the Bank shall be entitled to enforce such claims against the Account Owner's bank account maintained with the Bank.
- 1.145. The Account Owner shall be liable to the Bank as well as to any other banks participating in transactions for any damages incurred due to payment orders related to the bank account, or to the data provided therein which are inappropriate, incorrect or insufficient.

### Executing payment orders

- 1.146. When making credit entries, the Bank shall use the account number specified in the payment order. If the HUF amounts to be credited for the benefit of the Account holder should be credited on a bank account held in other currency than HUF, the conditions applicable to the foreign currency transactions shall be applied. Official transfers and transfers based on summons shall be executed by the Bank also verifying the name and bank account number of the Account Owner.
- 1.147. The Bank is entitled to reject credit orders in which the name of the paying party is missing.
- 1.148. In the case of payment orders given in a currency different from the currency of the bank account shall be debited or credited in the currency of the bank account. When performing a conversion between the currency of the bank account and the other currency, the Bank – unless otherwise agreed upon with the Account Owner – shall apply the exchange rates published by the Bank in the manner specified in these Terms and Conditions.
- 1.149. The Bank shall credit any bank account only with amounts which are received by the Bank to the Account Owner's benefit, upon legal titles and in manners permitted by the prevailing legislative provisions. In accordance with legislation on the prevention of money laundering, however, the Bank shall be entitled to examine the origin of any money arriving to the benefit of the bank account, to request justification for it, and to refuse to credit such amounts in the absence of any appropriate justification.

- 1.150. Incoming payment orders shall be executed by the Bank according to its List of Conditions.
- 1.151. Unless otherwise agreed by the Parties, the date of fulfilment of any outgoing payment order shall, in case of domestic payments, be the day on which the beneficiary's bank account is credited. The order of execution of payment orders shall be contained in the prevailing List of Conditions in which the Bank provides information – among others – as to when the amount of the payment order is likely to be credited to the beneficiary's bank account, considering the deadline of execution specified in the relevant legal statutes and assuming that all other requirements are met.
- 1.152. With respect to international forint payments (credits and debits), the Bank shall apply the deadlines applicable to the execution of foreign currency payment orders.
- 1.153. In the case of payments made within the EEA, if the currency of the account to be debited and the currency of execution are the same, the Bank shall only accept an instruction with shared bank charges (SHA) from the Account Owner as paying party; if currencies are different from each other, i.e. conversion is also necessary, the Bank shall accept an instruction with the beneficiary's bank charges to be paid by the paying party (OUR) from the Account Owner. The Bank shall consider SHA option as default method for bearing charges. The parties expressly agree that if any order received from the Account Owner does not meet the requirements laid down in this section, the Bank shall automatically perform the order by applying the default option for bearing charges, without any specific information to or approval from the client.
- Reimbursement**
- 1.154. Following the request submitted by the Account Owner as paying party within fifty-six days from the debit date, the Bank shall reimburse the amount of the payment transaction initiated by or through the beneficiary and approved by the payer (or shall reject such request by giving an explanation) within ten working days in the following cases:
- the Account Owner was not aware of the amount of the payment transaction at the time of approval, and
  - the amount of payment transaction exceeded the amount that would have been reasonably expected of the Account Owner in the circumstances, provided that the registered seat of the beneficiary's payment service provider is incorporated in the EEA.
- A debit transaction shall not be considered as one exceeding the amount that would have been reasonably expected of the Account Owner in the circumstances, if it may reasonably be supposed that,
- the amount collected is used to cover a debt arising from a credit or loan agreement between the beneficiary and the Account Owner;
  - the Account Owner had determined the maximum amount for the payment transaction, and the amount collected was below that limit.
- 1.155. When assessing the amount of payment transaction to be reasonably expected of the Account Owner as paying party in the circumstances, the Bank shall take into account the previous payment transactions conducted by the Account Owner as paying party, the provisions of these Terms and Conditions as well as the circumstances of the payment transaction.
- 1.156. If the Account Owner exercises his/her right to reimbursement and wishes to lodge a claim with the Bank for reimbursement regarding the amount collected from him/her, the Account Owner shall attach the following documents to the claim for reimbursement submitted in writing:
- the agreement between the Account Owner and the collecting party as beneficiary, making the basis of collection;
  - a statement made by the Account Owner being aware of his/her criminal liability, stating that he/she was not aware of the amount of the payment transaction subject to the claim of reimbursement at the time of approving the given payment order;
  - the original copies of the invoice and payment information sent to the Account Owner by the collecting party as beneficiary prior to the submission of the claim for reimbursement.
- 1.157. Within 10 working days from the submission of the claim for reimbursement by the Account Owner as paying party (including submission of all documents requested by the Bank), the Bank shall reimburse the amount of the payment transaction or reject the request by giving an explanation. If, based on the information at its disposal, the Bank decides upon rejecting the claim for reimbursement submitted by the Account Owner as paying party, it shall inform the Account Owner at the same time about the opportunities for the out of court settlement of the dispute as specified in these General Terms and Conditions.
- 1.158. If the Client is not a consumer or a micro-enterprise, he/she shall not be entitled to the

right to reimbursement specified in the section “Reimbursement”.

designated by the individual identifier and the paying party’s name.

### **Correction of payment transactions, rules of liability and allocation of losses**

1.159. The Account Owner may request the correction of any payment transaction which was not approved or approved but executed incorrectly immediately upon execution of the payment order, but at latest until the day corresponding to the date of debiting of the payment account in the second month following the date of execution of the payment order. If in the month of expiration there is no calendar day corresponding to the date of debiting, the deadline shall expire on the last day of the month.

1.160. If the Bank is also of the opinion that the payment transaction executed had not been approved or had been approved but was executed incorrectly, it shall immediately perform the request for correction.

1.161. If the Account Owner is a consumer or a micro-enterprise, in the case of any request for the correction of payment orders executed without approval or with approval but in an incorrect manner, the Bank shall be obliged to prove – by authentication data if applicable – that the payment transaction subject to complaint had been approved by the Account Owner as paying party, that the payment transaction had been recorded properly, and that execution had not been hindered by any technical problem or disturbance.

1.162. If the Bank performs any payment transaction which is not approved and should not legally be executed due to the absence of approval, the Bank shall immediately reimburse the Account Owner as paying party the amount of the payment transaction, restore the situation of the bank account as it was before debiting, and shall pay damages to the paying party.

### **Limitation of liability with regard to individual identifier**

1.163. If the payment transaction is performed using an individual identifier (bank account number), the payment transaction shall be deemed completed with respect to the beneficiary designated by the individual identifier.

1.164. If the execution of any official transfer or transfer based on summons takes place on the basis of an individual identifier, the payment transaction shall be deemed completed with respect to the paying party

1.165. Should an incorrect individual identifier be used, the Bank shall accept no liability for any non-performance or faulty performance of payment transactions, except the case mentioned in the above section.

1.166. If the Account Owner provides further data in addition to the data and individual identifiers specified by the Bank for the Account Owner as being necessary for the payment order to be executed, the Bank shall be liable for such execution with respect to the individual identifier.

1.167. If the execution of any official transfer or transfer based on summons takes place on the basis of an individual identifier, the payment transaction shall be deemed completed with respect to the paying party designated by the individual identifier and the paying party’s name.

### **Liability for the execution of payment transactions**

1.168. If the payment transaction was initiated by the Account Owner as paying party, the Bank shall be liable for any faulty execution of the payment transaction, unless it can prove that the amount of the payment transaction was received by the beneficiary’s payment service provider. If the Bank’s liability is ascertained, the Bank shall immediately reimburse the amount of the payment transaction which was not performed correctly or at all to the Account Owner, and shall restore the situation of his/her bank account as it was before the faulty payment transaction.

1.169. Upon request of the Account Owner as paying party, the Bank – irrespective of the issue of liability for the non-performance or faulty performance of the payment transaction – shall act as it may reasonably be expected in the circumstances regarding the follow-up of any transaction which was not performed correctly or at all, and inform the Account Owner of the results of such follow-up.

1.170. If the payment transaction was initiated by or through the Account Owner as beneficiary, the Bank shall be liable for forwarding the payment order to the payment service provider of the paying party.

1.171. The Bank shall be liable to the Account Owner as beneficiary for executing the payment transaction in compliance with legislation. If the Bank’s liability is



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ascertained, it shall be obliged to immediately make the amount of the credit transaction available to the Account Owner in his/her bank account.

- 1.172. If its liability is ascertained, the Bank shall immediately reimburse the amount of the payment transaction which was not performed correctly or at all to the Account Owner, and shall restore the situation of his/her payment account as it was before the faulty payment transaction.
- 1.173. If the payment transaction was initiated by or through the Account Owner as beneficiary, the Bank – irrespective of the issue of liability for the non-performance or faulty performance of the payment transaction – shall act as it may reasonably be expected in the circumstances regarding the follow-up of the payment transaction, and inform the Account Owner of the results of such follow-up.
- 1.174. Provisions of the above sections 1.170-1.173. shall only apply if the registered seat of the beneficiary's payment service provider is incorporated in an EEA state.
- 1.175. The Bank shall be liable to the Account Owner for the reimbursement of all fees, costs and other payment obligations incurred in connection with the payment transaction which was not executed correctly or at all by the Bank, as well as for any loss of interest income.

### Correction of payment transactions

- 1.176. The Account Owner may request the correction of any payment transaction which was not approved or approved but executed incorrectly immediately upon execution of the payment order, but at latest until the day corresponding to the date of debiting of the payment account in the second month following the date of execution of the payment order. If in the month of expiration there is no calendar day corresponding to the date of debiting, the deadline shall expire on the last day of the month.
- 1.177. Following examination of the request for correction, the Bank shall immediately perform the request for correction.

### Information

- 1.178. Following debiting of the Payment account of the Account Owner as paying party according to the payment order based on the Framework Agreement – unless otherwise agreed or provided for – the Bank shall make available or deliver information concerning

payment transactions once in a month, namely an Account Statement along with the Breakdown of Costs forming an annex thereof to the Account Owner in a manner to enable the Account Owner to store them on a permanent basis and to display them in a format and with a content unchanged. The Account Owner shall inform the Bank of his/her potential requests or discrepancies in writing within 2 months from receipt of the information. Omission of the Account Owner to provide such notification shall be deemed as if he/she agreed with the content of the information.

- 1.179. Upon request of any Account Owner qualifying a consumer, the Bank shall provide the Account Owner qualifying a consumer with the above-mentioned information on paper at least once in a month, free of any fees, charges or any other payment obligations. The Account Owner qualifying a consumer may submit such a request in any Bank Branches or through the Bank's Call Centre during opening hours.
- 1.180. For any Account Owner which is not a consumer or a micro-enterprise, the Bank may provide preliminary information in connection with the given payment service by means other than durable medium.
- 1.181. Regarding information to be provided to Account Owners which are not consumers or micro-enterprises, the Bank may deviate from the rules of these Terms and Conditions which it is bound to apply to Account Owners which are consumers or micro-enterprises.

### Price of the service, bank charges

- 1.182. The price charged for the service is contained in the List of Conditions.

### Amendment of the framework agreement

- 1.183. The Bank shall notify the Account Owner of its intention to modify the Framework Agreement at least 2 months before the modification takes effect. The modification shall be deemed accepted by the Account Owner if he/she does not notify the Bank of the contrary before the modification takes effect. If the Account Owner notifies the Bank of the fact that he/she does not accept the modification, the Framework Agreement shall be automatically terminated on the working day preceding the effective date of the modification. This section does not apply to the modification of the reference exchange rate or the reference interest rate.
- 1.184. Until the date preceding the entry into force of the modification, Account Owners which are consumers or

micro-enterprises are entitled to cancel the Framework Agreement with immediate effect, free of any fees, costs or other payment obligations.

- 1.185. If the Client is not a micro-enterprise or a consumer, the Bank is entitled to unilaterally modify the amount of fees and commissions as well as any other contractual provisions without any specific notification, by way of Announcement in the cases set out in the Terms and Conditions for Corporate Clients and Municipalities, and under the terms and by the deadline specified therein.

### Termination of the framework agreement and the bank account

- 1.186. The framework agreement shall be terminated (i) upon the Account Owner' death or dissolution without succession; (ii) in case of cancellation, upon expiration of the notice period, in case of cash account in the case specified below.
- 1.187. The Account Owner is entitled to cancel the framework agreement without cause in writing, by giving a one-month notice. In this case, the Account Owner shall reimburse all costs incurred by the Bank in connection with termination. The Bank is entitled to cancel the framework agreement without cause in writing, by giving a two-month notice.
- 1.188. If the Account Owner is a consumer or a micro-enterprise, any Framework Agreement having been in force for more than one year may be cancelled by the Account Owner free of any fees, costs and other payment obligations.
- 1.189. The Bank shall cancel the cash account with immediate effect if, within ninety days from opening the cash account, the organization obliged to open a cash account certifies by a document not older than 30 days issued by the registering organization that it is included in the registry. In this case, the Framework Agreement shall also be terminated, of which the Bank shall inform the Account Owner in writing.
- 1.190. The Parties shall settle up with each other no later than on the date of termination. In establishing the existence and amount of debts of the Account Owner against the Bank, the Bank's records shall prevail. If the Account Holder uses the cash deposit payment services of the Hungarian Post Ltd., the Account Holder shall inform its clients of the termination of the bank account and shall arrange the change of those cash deposit payment orders which specifies the bank

account held but terminated with the Bank on time. Amounts arriving after the termination of the bank account shall be retransferred for the payer through postal services, less the reasonably deducted costs.

- 1.191. If any Framework Agreement concluded with an Account Owner being a consumer or a micro-enterprise is cancelled or terminated, the Bank shall charge the pro-rata value of the service actually rendered in accordance with the Framework Agreement.
- 1.192. If the Client is not a consumer or a micro-enterprise, the parties may terminate the Framework Agreement by mutual consent, with immediate effect.
- 1.193. The Framework Agreement shall be terminated with immediate effect in the following cases:
- the Account Owner violates the Service Agreement or any provisions of the business regulations;
  - the Account Owner fails to ensure the conditions specified for the Service to be used;
  - the Account Owner does not use the Service properly;
  - the Account Owner does not fulfil any of his/her payment obligations arising from the Service Agreement;
  - the Account Owner violates copyright in relation to the software;
  - the Account Owner attempts to circumvent the security or encryption system of the Service;
  - according to the Bank's judgment, any action of the Account Owner in connection with any Service is suspected to be a crime, or to be related to a crime."

## 2. Opening of deposits

- 2.1. When opening a deposit, the Client hands over a certain amount of money to the Bank with the stipulation that the Bank shall, at a specified future date, repay the amount to the Client and also pay interest on the amount.
- 2.2. Orders for fixed-term deposits submitted by a Client having a bank account with the Bank shall be accepted by the Bank from the persons and in the manner specified in the bank account agreement. The Bank registers the deposit by currencies and by deposit periods in a separate deposit account linked to the bank account, or in the GL account used for registering the deposit.
- 2.3. The Client undertakes to keep the amount placed as deposit with the Bank until the date specified in the deposit agreement (time deposit). Cancellation of the

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time deposit (i.e. withdrawal of deposit) may result in the partial or full loss of the rights to interest payment, and the Bank shall in such case be entitled to call upon the Client to indemnify the Bank for the losses suffered by it. The legal consequences of withdrawing a time deposit are set out in the Bank's prevailing List of Conditions.

- 2.4. The Bank is obliged to make the amount of the deposit placed with it, increased by interests, available to the Client on the maturity date of the deposit.
- 2.5. Unless otherwise provided in the agreement, the Bank shall register depositors that are business organizations by name, registered seat and main activities, and depositors that are natural persons by name, address, place of birth, and ID card (passport) number.
- 2.6. In the prevailing List of Conditions, the Bank shall specify the currencies in which it executes deposit orders submitted on a given day in writing or electronically on the same Bank Business Day as value date. In the case of deposits made in certain currencies, the Bank shall execute the deposit order on the 2nd Bank Business Day following the given day. The Bank shall pay interest on the deposit for the period extending from the opening date until the day before maturity date.
- 2.7. The interest rate payable on the deposit, for the full term of the deposit, shall be equal to the interest rate effective on the opening date.

- 2.8. The Bank calculates the interest payable on deposits as follows:

$$\text{Interest} = \frac{\text{principal} \times \text{interest rate (\%)} \times \text{number of calendar days in the deposit period}}{36\,500}$$

- 2.9. To calculate the average interest rate, the Bank applies the following calculation method:<sup>1</sup>

$$\text{Average interest} = \frac{\sum_{(i = \text{from 1 to } n)} (\text{interest rate}_i \times \text{number of days for which the interest rate}_i \text{ is valid})}{\text{number of calendar days in the given period}}$$

- 2.10. Interest on deposits placed with the Bank shall fall due on the day the deposit matures.

- 2.11. If the period remaining until maturity is less than 365 days, the following formula shall be used for calculating the EBKM (unified deposit interest rate ratio):<sup>2</sup>

<sup>1</sup> where n is the number of changes in interests during the given period

<sup>2</sup> where  
n is the number of interest disbursements,  
r is one hundredth of the EBKM,  
t<sub>i</sub> is the number of days remaining from the opening date until the i<sup>th</sup> disbursement,  
(k+bv)<sub>i</sub> is the sum of the principal and interest paid back upon the i<sup>th</sup> disbursement.

$$\text{Deposit made} = \sum_{i=1}^n \frac{(k+bv)_i}{1+r \times (t_i / 365)}$$

- 2.12. If the period remaining until maturity is 365 days or more, the following formula shall be used for calculating the EBKM:<sup>3</sup>

$$\text{Deposit made} = \sum_{i=1}^n \frac{(k+bv)_i}{1+r \times (t_i / 365)}$$

- 2.13. If the deposit is made in more than one instalment, the following formula shall be used for calculating the EBKM:<sup>4</sup>

$$\sum_{i=1}^n \frac{B_i}{(1+r)^{(t_i/365)}} = \sum_{j=1}^m \frac{K_j}{(1+r)^{(t_j/365)}}$$

- 2.14. The Bank shall inform its depositor Clients about any changes to the EBKM by modifying its List of Conditions and by publishing them in the form of announcements.
- 2.15. The minimum amount in which forint and foreign currency deposits may be opened are specified by the Bank's List of Conditions. From corporate clients, the Bank accepts deposit orders in HUF rounded up to hundred thousands, and in foreign currency rounded up to thousands, except for deposits with automatic renewal.
- 2.16. The shortest period of deposit – depending on the clientele and the currency – is contained in the prevailing List of Conditions.

- 2.17. The Client may request the term of deposit to be extended, in the case of deposits made in a currency specified in the List of Conditions not later than on the Bank Business Day being the maturity date of the deposit, and in the case of other currencies not later than two Bank Business Days before the maturity date of the deposit. The Bank shall establish a new deposit

<sup>3</sup> where  
n is the number of interest disbursements,  
r is one hundredth of the EBKM,  
t<sub>i</sub> is the number of days remaining from the opening date until the i<sup>th</sup> disbursement,  
(k+bv)<sub>i</sub> is the sum of the principal and interest paid back upon the i<sup>th</sup> disbursement.

<sup>4</sup> where  
n is the number of deposit instalments,  
B<sub>i</sub> is the amount of the i<sup>th</sup> deposit instalment,  
t<sub>i</sub> is the number of days remaining from the date of first instalment until the date of the i<sup>th</sup> instalment,  
r is the rate of EBKM,  
m is the number of disbursements,  
t<sub>j</sub> is the number of days remaining from the opening date until the date of the j<sup>th</sup> instalment,  
K<sub>j</sub> is the amount of the j<sup>th</sup> disbursement.

interest rate for the extended period, which shall be equal to the one applicable to newly opened deposits.

2.18. In the case of orders given for the opening of a deposit with automatic renewal – unless otherwise provided for by the Client – the Bank shall, on each maturity date, renew the time deposit for the term specified in the original order. Each time the deposit is renewed it shall be considered a new time deposit, and thus the Bank shall determine a new interest rate for each term, taking into account the reference interest rate specified in the agreement. If the Client wishes to cancel the order for the deposit with automatic renewal, the deadlines stipulated in section III.2.16. for the submission of the statement of cancellation shall apply.

2.19. With respect to time deposits opened for a specific purpose, the parties shall sign a separate agreement.

2.20. The Bank shall not deduct any costs or fees from the amount of interest payable to the Client for the deposit. Exceptions to this are items that must be deducted according to the law.

2.21. Conditions pertaining to the withdrawal of the deposit prior to maturity, the Uniform Deposit Interest Rate Ratio (EBKM), as well as all facts and information that have an effect on the amount payable prior to or upon maturity, are contained in the Bank's List of Conditions. The Bank shall pay interest on the currencies listed in the List of Conditions.

2.22. Unless otherwise provided for by the Hpt. regarding deposit insurance, deposits placed with the Bank are – within the scope and to the extent specified by the Hpt. – insured by the National Deposit Insurance Fund (OBA). Insurance provided by the Fund does not cover the following:

Deposits made by:

2.22.1.

- a) any publicly financed institution,
- b) any business organization which is fully owned by the State on a permanent basis,
- c) any local government,
- d) any insurer, voluntary mutual insurance fund or mandatory pension fund,
- e) any investment fund,
- f) any Pension Insurance Fund and Health Insurance Fund as well as the institutions managing them; administrative bodies for health and pension insurance,
- g) allocated public funds,
- h) any financial institution,

- i) the National Bank of Hungary,
- j) any investment firm, member of the stock exchange, or commodity exchange service provider,
- k) mandatory or voluntary deposit insurance, institutional insurance or investors protection fund, and the Private Pensions Guarantee Fund,
- l) any member of the management and the chosen auditor of any credit institution; any person having a share of at least 5 per cent in the credit institution as well as their close relatives living together with them,
- m) any business organization operating under the qualified control of any person referred to in paragraph l) [Art. 685, section c) of the Civil Code],
- n) any risk capital organization or risk capital fund
- o) nor the deposits made by any equivalent of the above institutions in foreign countries.

2.22.2.

- a) deposits for which the depositor, under the agreement, receives an interest or other pecuniary benefit which is much more significant than those available with deposits of the same amount and term, opened at the date of conclusion of the agreement; and
- b) deposits for which the court established by a final judgment that the amount deposited had been earned through money laundering,
- c) deposits which were not opened in euros, or in any official currency of the European Union, or of any member state of the Organization for Economic Cooperation and Development.
- d) following termination of membership of the credit institution in the Fund, the Fund shall pay no indemnity for deposits that are covered by deposit insurance in other countries.

Detailed information on important matters regarding the National Deposit Insurance Fund – such as deposit types covered, extent of insurance, conditions for the payment of indemnity, and order of procedure for indemnification – can be obtained from the prevailing information material available in branches and on the Bank's website.

### 3. Collection of postal fee for postal cash services

3.1. The Bank undertakes to arrange for payments through Magyar Posta Rt. for postal cash payment orders initiated by the Client, if the Client ensures coverage for the costs of the order and the related postal fee in his/ her bank account. Upon submission of the postal cash payment order, the Bank debits the Client's account with the fee charged by the Post as well as with the amount of the order based on the instruction. The Bank

undertakes to credit the Client's bank account with the amount of cash payment in relation to local cash services provided by the Post, and to transfer data between the Client and the Post. The Bank debits the Client's bank account with the postal fee of the local cash service, where the value date is the due date appearing on the invoice sent by the Post.

- 3.2. For postal cash services, the Bank shall charge the Client a fee as per the List of Conditions, under the terms specified therein. Furthermore, the Bank shall also debit the Client's bank account with the fee(s) charged by Magyar Posta Rt.

### 4. Cheque

- 4.1. Cheque shall mean any instrument bearing the formal characteristics set out in the decree of the Ministry of Justice No. 2/1965. (I.24.).
- 4.2. Valid and authentic cheques issued in the form prescribed by the prevailing legislation shall be cashed by the Bank at its own discretion, i.e. the Bank shall buy them or take them over from the Client for collection. The Bank takes over cheques in HUF in domestic circulation only for the purpose of collection. If the Bank paid the amount of cheque to the Client in advance, and the cheque is not be paid upon presentation, the Bank shall be entitled to debit the Client with the amount paid or the claim arising from the Bank's right to reimbursement.
- 4.3. The Bank purchases the cheque at a price defined in the prevailing List of Conditions. The cheque – depending on the type – shall be settled by disbursement at the cash desk or by crediting the Client's bank account maintained with the Bank.
- 4.4. The Bank is entitled to charge the Client with the commission and the costs incurred in connection with cheque cashing in the currency of the cheque's counter-value and to deduct this amount from the counter-value of the cheque.
- 4.5. The Bank is entitled – by drawing up a record – to withdraw any cheques which, according to the Bank's information, have been stolen or lost or if there is a suspicion that they are forged or counterfeit.

### 5. Foreign currency trading

- 5.1. Unless otherwise agreed upon the Bank concludes foreign currency exchange transactions only with a Client maintaining an account with the Bank.
- 5.2. The Bank purchases or sells currencies and foreign currencies at an exchange rate defined by the Bank, under the conditions set in the List of Conditions or in an individual agreement.
- 5.3. Foreign currency trading transactions at a so-called market price shall only be concluded over the phone or through the "ClickFX" system, for which a treasury framework agreement (for transactions concluded over the phone) or a "ClickFX" agreement (for "ClickFX" transactions) must be concluded with the Bank. Trading over the phone or through the "ClickFX" system may only take place under the terms and conditions of the respective agreement (treasury framework agreement or "ClickFX" agreement). The method of identifying the Client is described in the treasury framework agreement or "ClickFX" agreement.
- 5.4. The Bank shall record phone conversations regarding the FX trading agreement between the Client and the Bank as well as any relevant information supply, and the Bank is entitled to use the recorded phone conversations as evidence in case of disputes. Failing proof to the contrary, the records shall certify the content of phone conversations. The Client shall solely be liable for any damages incurred by either the Bank or the Client due to any trading conducted by unauthorized persons on behalf of the Client.
- 5.5. If the Bank executes the instructions of the Client in performing FX trading transactions, the full profit or loss generated in the Client's position shall belong to the Client. In the case of Clients who are natural persons, the Bank shall pay the Client the profit reduced by the appropriate amount of advance tax payment according to tax legislation.

### 6. Custody service

Within the framework of its custody service, the Bank shall place and handle any amount defined by the Client in an interest-bearing or non-interest-bearing separated custody account under the conditions set out by relevant legislation. Detailed conditions regarding custody services are contained in the custody agreement concluded with the Client and in the Bank's prevailing List of Conditions.

## 7. Safe service

- 7.1. Based on the agreement concluded with the Client, the Bank shall make a safe available to the Client in premises under continuous surveillance; the Client shall place valuables in the safe and take them out of there on his/her own.
- 7.2. The Bank shall only conclude any safe deposit agreement by performing client vetting. In this case, the Client shall also make a statement to the Bank to specify whether he/she is acting in his/her own name and interest, or on behalf of and in the interest of the actual owner according to Pmt.
- 7.3. The Bank shall insure the valuables placed in the safe up to an amount set in the agreement to be concluded with the Client – but up to a maximum per safe as set in the List of Conditions relating to safe deposit – against a fee specified in the List of Conditions.

## 8. Credit reference service

Upon request or authorization of the Client put in a public document or in a private document providing full evidence, the Bank shall provide third parties with banking information about the Client within the scope of bank secret specified in the said document and without violating the bank secret,

against a fee specified in the prevailing List of Conditions or in the individual agreement.

## 9. Brokerage of financial services

The Bank conducts brokerage activities solely for financial institutions or bank group clients in order to support their deposit-taking, lending and other service providing activities under the conditions set out in the individual agreement concluded with the Client.

## 10. Currency exchange

- 10.1. The Bank exchanges currencies during the opening hours of the Bank's cash desk, based on the Bank's buying or selling rates of exchange as specified by the Bank in the exchange rate table displayed.
- 10.2. The Bank shall withdraw any currency that seems to be forged or counterfeit – by drawing up a record thereof – and send it to MNB immediately for the purpose of investigation.
- 10.3. The receipt of such money – whether prior to the conclusion of the investigation or when MNB ascertains that the money is forged or counterfeit and withdraws it from circulation – shall not give rise to any financial claim on the part of the Client.

## IV. EFFECT OF THE GENERAL TERMS AND CONDITIONS

The text of these General Terms and Conditions, incorporated with all amendments into a unified structure, shall come into effect on 1<sup>st</sup> July 2012 for an indefinite period of time. In case of any discrepancies between the Hungarian text of the General Terms and Conditions and the present English text, the Hungarian version shall prevail.

Budapest, 1 July 2012

UniCredit Bank Hungary Zrt.

## OUTSOURCED ACTIVITIES

Within the framework of outsourced activities:

1. securities account statements and cost letters are printed, placed in envelopes and posted by Magyar Posta Zrt. (registered seat: H-1138 Budapest, Dunavirág u. 2-6.);
2. storage and management of documents as well as other related services are provided by Iron Mountain Kft. (registered seat: H-1093 Budapest, Czuczor utca 10.);
3. authorization of credit cards, operation and support of the credit card handling system, supply of credit card production data, production and sending of PIN codes, forwarding data to and receiving data from the MasterCard bank card issuing association, data supply for credit monitoring, credit account keeping and the sending of data necessary for preparing credit account statements are carried out by UniCredit Business Partner s.r.o. (Václavské námesti 33, CZ-110 05 Praha 1);
4. hardware and operating system level support services related to the Bank's central account management system are provided by Bank Austria Global Information Services GmbH (A-1020 Wien, Lasallestrasse 5.) as a sub-contractor of UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (Italy, I-20151 Milano, Via Livio Cambi 1.);
5. ATM control, processing of transactions, providing remote access to terminals, management of MasterCard settlement, operation of the abuse monitoring system, card blocking services, SMS services, activities for the preparation of card personalization, production of PIN codes, printing of PIN codes into envelopes, communication services, system configuration, creation of transaction files and the Help Desk service are provided by SIA Central Europe Zrt. (H-1096 Budapest, Lechner Ödön fasor 6.);
6. transaction authorization related to physical and virtual bank card acceptance activities as well as the technical support / Help Desk service ensuring the management of issues related to the operation of virtual POS / POS bank card acceptance terminals and the authorization of transactions are carried out by First Data Slovakia a.s. (SK-2314 Bratislava, Röntgenova 1, 851 01 Slovakia) and First Data Magyarország Kft. (H-1138 Budapest, Váci út 135 – 139, B épület, 6. emelet) as the sub-contractors of UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (I-20151 Milano, Via Livio Cambi 1.);
7. production and personalization of blank cards, personalization of bank cards, packing – and in case of debit cards: posting – of cards and different items sent in envelopes are carried out by GEMALTO GmbH (Mercedesstrasse 13, 70794 Filderstadt);
8. production of basic materials necessary for the personalized issue of credit card account statements (hereinafter: account statements) and items sent to clients; ensuring the intact condition and checking the volume of PDF extract files submitted; personalization of account statements and client mailings based on the PDF extract files sent; production of basic materials necessary for the personalized issue of bank account statements (hereinafter: account statements) and client mailings; development of the list file generating programs based on the data set transferred and the layout, in the case of a layout modification requirement, the alteration of the programs; with the approved list file generating programs, generation of the list files needed for personalization based on the data set transferred; personalization of account statements and client mailings based on the list files generated; putting into envelope the personalized account statements and client mails; preparation of letters for posting; and delivery of the letters prepared for posting to Magyar Posta Zrt's OLK office in Budaörs are carried out by Díjbeszedő Nyomda Zrt. (H-1119 Budapest, Budafoki út 107-109.)
9. the system ensuring the processing of FX transactions and transactions related to FX and/or international transfers as well as the system support service are provided by UniCredit Business Partner s.r.o. (CZ-110 05 Praha 1, Václavské náměstí 33.);
10. administration of netting agreements and performance of certain tasks arising in connection with their risk assessment are carried out by UniCredit CAIB AG (Julius-Tandler Platz 3, A-1090 Vienna, Austria).
11. the service of authenticating and checking electronic requests of judicial foreclosure on behalf of the bank and with web interface access is provided by E-POST HUNGARY Korlátolt Felelősségű Társaság (H-1134 Budapest, Csata u. 11. félemelet. 7.) as a sub-contractor of UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (Italy, I-20151 Milano, Via Livio Cambi 1.);

12. all IT development and operation services necessary for the performance of the activities of UniCredit Bank Hungary Zrt. (except for certain IT services related to bank cards and electronic banking channels) are provided by UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (Italy, I-20151 Milano, Via Livio Cambi 1.);
13. scanning and indexation of documents (credit agreements) and temporary operation of the database of loan agreements and other related services are provided by PANNON ARCHÍV Dokumentumkezelő Kft. (H-2083 Solymár, Szüret u. 3.);
14. IT service activities (including POS service) are performed by the following companies as sub-contractors of UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (Italy, I-20151 Milano, Via Livio Cambi 1.): ABM Mérnöki Iroda Kft. (H-2094 Nagykovácsi, Kossuth Lajos u. 55.), ALBACOMP Számítástechnikai Zrt. (H-8000 Székesfehérvár, Mártírok u. 9.), Algotech Magyarország Kft. (H-1124 Budapest, Mártonvölgy u. 17.), Analogsys Informatikai és Oktató Kft. (H-1142 Budapest, Nezsider u. 9.), ApPello Kft. (H-1054 Budapest, Tüköry u. 5.), Art Program srl. (RO-400501 Cluj-Napoca, Calea Turzii u. 111.B.), BankKonekt Számítástechnikai Kft. (H-2151 Fót, Árvácska u. 126.), Cardinal Számítástechnikai Kft. (H-1025 Budapest, Pusztaszeri u. 91.), Compliance Data Systems Kft. (H-1114 Budapest, Bartók B. u. 15/d.), FidoSoft Számítástechnikai Bt. (H-2500 Esztergom, Perc u. 5.), FX Software Zrt. (H-1051 Budapest, Hercegprímás u. 18.), Hansoft Informatikai Kft. (H-1094 Budapest, Tűzoltó u. 78-80.), IND Interactive Net Design Kft. (H-3530 Miskolc, Széchenyi u. 70.), Information Balance Európa Kft. (1119 Budapest, Fehérvári út 83.), Interface Számítástechnikai Kft. (1039 Budapest, Árpád u. 64.), IQSYS Zrt. (1135 Budapest, Hun u. 2.), L&P Solutions Kft. (H-1118 Budapest, Homonna u.8/A.), Loxon Solutions Kft. (H-1134 Budapest, Lőportár u. 20/B.), Magic Onyx Magyarország Kft. (H-1094 Budapest, Balázs Béla u. 18.), Nexon Vállalkozási és Kereskedelmi Kft. (H-1138 Budapest, Váci út 186.), Omikron Magyarország Kft. (registered seat: H-1133 Budapest, Váci u. 110.), PATSYS Informatikai Kft. (H-1162 Budapest, Szilaj u. 40.), Profound Logic Software Inc. (370 Sentinel Oak Dr. Sulte 200 Dayton, OH 45458, U.S.), Proteus Consulting Kft.(H-1034 Budapest, Bécsi út 126.), Retirada Consulting Kft. (H-1119 Budapest, Csurgói út 28.), Risk Solutions Kft. (H-1022 Budapest, Hankóczy J. u. 21/A.), Solidsoft Kft. (H-1142 Budapest, Rákospatak u. 12.), Systemfox Kft. (H-2040 Budaörs, Csóka u. 5.), Trilobita Informatikai Zrt. (H-1149 Budapest, Nagy Lajos király útja. 117.), update software Magyarország Kft. (H-1051 Budapest, Dorottya u. 1.), USER Rendszerház Kft. (H-1025 Budapest, Szépvölgyi út 86/b.);
15. the service of operating the web-based IT tools supporting portfolio analysis and consultation tasks of the Private Banking sales agents of the Bank is provided by Tetralog systems AG (Nymphenburger Straße 113, DE-80636 Munich, Germany) as a sub-contractor of UNICREDIT BUSINESS INTEGRATED SOLUTIONS SOCIETÀ CONSORTILE PER AZIONI ("UBIS") (Italy, I-20151 Milano, Via Livio Cambi 1.);
16. the administration and operation of the system used for providing target balancing services (cash management/ CPE/ instrument) are carried out by UniCredit Bank AG. (Kardinal-Faulhaber-Str. 1, DE-80333 Munich, Germany);
17. under the CSA (Credit Support Annex) agreements concluded with the clients of the Bank, collateral management based on the current market value of live derivative transactions is carried out by UniCredit Bank Austria AG (Schottengasse 6-8., A-1010 Vienna, Austria).
18. external customer satisfaction surveys with respect to retail, small business and corporate clients are provided by TNS Hoffmann Kft. (H-1052 Budapest, Vitkovics M. u. 9.).



