

**Effective as of: 15 March 2014**

**No. of operating licence: 22/1992**

**Date of operating licence: 3 April 1992**

## 1. General Provisions

### I. Introduction

**1.** The purpose of these Consumer Banking Business Conditions is (i) to set forth the rules of general effect connected to the financial services offered to the retail customers and Premium Banking customers (the "Customer") of Raiffeisen Bank Zrt. (the "Bank"), (ii) to set forth the rules concerning the use of the communication and sales channels used by the Customers, and (iii) to set forth the contractual terms and conditions of account keeping and closely related services (the entering and performance of orders, time deposits) as well as of certain credit products (overdraft, loans extended against time deposit as collateral). The bank accounts kept for retail and Premium Banking customers shall qualify as payment accounts as defined in Art. 2 of Act LXXXV of 2009 on the Rendering of Payment Services [*pénzforgalmi szolgáltatás nyújtásáról szóló 2009. évi LXXXV. törvény*] (the "Payment Services Act") (the "bank account" or "retail bank account").

**2.** The Customer is any natural person of full legal competence with whom the Bank concludes an agreement for the rendering of financial services. To natural persons aged 14-18, only a limited range of services is offered, in accordance with the agreement for financial services concluded either upon the written consent of a legal representative who is present in-person, or on the basis of an authorisation and consent given by an absent legal representative. In accordance with the laws from time to time in effect, the legal representative should be either a parent, a guardian or a trustee. Until proven otherwise, the Bank accepts the right of a parent to act as the legal representative of a minor. If the legal representative is the Customer's guardian or trustee, this capacity is to be certified by a legally binding resolution of a court of justice or the public guardianship authority. Until otherwise proven, the person who signs the relevant agreement shall be accepted as the legal representative of the Customer. The following services are offered to Customers aged 14-18: bank account keeping, demand and time deposits, and bankcard use. Customers aged 14-18 are not entitled—even upon the consent of their legal representative—to deposit to any bank account opened at the Bank or as a time deposit such monies due to them as pursuant to the pertinent laws are subject to the obligation of delivery to the competent guardianship authority. Accordingly, the Bank shall not examine whether any funds managed on behalf of a minor Customer are subject to the obligation of delivery to the competent guardianship authority or not. Any and all liability for non-compliance with the obligation of delivery to the guardianship authority shall be borne by the Customer and his/her legal representative, considering that the Bank does not have the right to examine the title or origin of the funds managed by it, or whether it is necessary or not to keep the funds available to cover the current expenses of the minor Customer or for any other reason. Any order or transaction in excess of the amount determined in accordance with Government Decree No. 149/1997 (IX.10.) on guardianship authorities, child protection and the public guardianship procedure [*gyámhatóságokról, valamint a gyermekvédelmi és gyámügyi eljárásról szóló 149/1997 (IX.10.) Kormányrendelet*] shall be subject to the approval of the guardianship authority. Obtaining such approval shall be the duty of the legal representative. After turning 18 years of age, which is to be certified for the Bank, the Customer shall become entitled to make use of any and all services set out in the Consumer Banking Business Conditions from time to time in effect. After the termination of this capacity of a legal representative, legal representation rights shall remain until the Customer certifies the termination of this capacity of the legal representative. To natural persons below 14 years of age, the Bank may provide financial services on the basis of case-by-case consideration. The Bank retains the right to stipulate further personal preconditions for the use of certain services.

**3.** The conclusion of an agreement entitled "Framework Agreement Concerning the Provision Financial Services" (the "Framework Agreement") between the Bank and the Customer is a precondition for the establishment of business relationship between them. Raiffeisen Premium Banking services are provided by the Bank on the basis of the Framework Agreement and an agreement entitled "Supplement Concerning the Provision of Premium Banking Services". The detailed terms and conditions of use of the services listed in the Framework Agreement are set forth in these Business Conditions; as a consequence, these Business Conditions shall constitute an inseparable part of the Framework Agreement. After the conclusion of the Framework Agreement, the Customer may use the services specified in the Specific Provisions of these Business Conditions by forwarding a regular request/order/application form provided by the Bank (hereinafter collectively: order) to the Bank. These Business Conditions, the Framework Agreement, and the order given by the Customer in respect of the relevant service shall together constitute the agreement concerning the service. In case the Customer requires the Bank to render some other service not named in the Framework Agreement, a special agreement shall be made between the Bank and the Customer. The General Provisions of these Business Conditions shall be governing as applicable to the services rendered under such special agreement as well, unless the special agreement provides otherwise in the given matter.

**4.** These Business Conditions are public and available for anyone concerned. Accordingly, copies of these Business Conditions shall be displayed in the Bank's customer areas; besides, one copy shall be handed to the Customer—along with a copy of the Bank's General Business Conditions—upon the conclusion of the Framework Agreement.

**5.** For the content of a legal transaction between the Bank and the Customer, in the case of financial services governed by the Framework Agreement, primarily the Customer's order, the provisions of the Framework Agreement and these Business Conditions, and secondarily the Bank's General Business Conditions shall prevail; as regards issues not regulated this way, the provisions of Hungarian laws from time to time in effect shall be governing.

**6.** Upon any change in legislation, if the new law is contrary to any section of these Business Conditions, the concerned section shall be automatically construed with a modified content complying with the changed law from the date of effect of the change. This shall not have any impact on the force and validity of any section of these Business Conditions that is left unaffected by the change in legislation, or the force and validity of any provision of an affected section.

**7.** For any modification or amendment of these Business Conditions, or of any agreement concluded with the Customer for financial services or ancillary financial services, the provisions of Part One, Chapter XIX of the Bank's General Business Conditions [*Általános Üzleti Feltételek*] shall be governing as applicable.

## **II. List of Terms & Conditions**

**1.** The title and the measure of the different fees, commissions, charges and penalties charged by the Bank for the services used by the Customer—including the services governed by the Framework Agreement and detailed in these Business Conditions as well as the services rendered under special agreements—as well as the rates of interest payable by the Bank for the funds deposited at the Bank, and other specific terms and conditions of the services are set forth in the Consumer Banking List of Terms & Conditions from time to time in effect in the case of retail customers, and the Premium Banking List of Terms & Conditions from time to time in effect in the case of Premium Banking customers (the "List of Terms & Conditions").

**2.** As regards the publicity, disclosure and modification of the List of Terms & Conditions, the provisions of the Bank's General Business Conditions shall prevail.

**3.** The amount of due fees, commissions, charges and interests charged pursuant to the List of Terms & Conditions or the agreement with the Customer shall be automatically debited to such bank account of the Customer in connection with which the given fee, commission, charge or interest arises. If the available balance in the bank account to be debited is insufficient, the Bank shall have the right to set off its due fee, commission and interest receivables against

the credit balance recorded in any bank account of the Customer kept at the Bank, i.e. to debit such bank account with the amount of its claim. The Bank may enforce its set-off right against the Customer's time deposits as well, irrespective of the maturity of such time deposits (i.e. via early redemption). The Customer may not put forth reimbursement claims on the Bank for any interest loss or any other kind of loss that might be stemming from this. If the available balance in the bank account to be debited is insufficient, and set-off also remains unsuccessful, the Bank will record its receivables in a claim registration account connected to the bank account as past due debts owing to the Bank. On the amount of any registered claim, upon the settlement thereof the Customer shall pay the default interest rate specified in the List of Terms and Conditions.

### **III. Signature, Third Party Authorisation, Orders for the Event of Death**

**1.** Upon the conclusion of the Framework Agreement, the Customer hands the Bank his/her specimen signature pursuant to the Bank's General Business Conditions, and may as well authorise third parties on a standing basis to dispose of his/her bank account(s). By having such authorised third parties registered at the Bank, the Customer acknowledges that third parties authorised on a standing basis shall be entitled in this capacity of theirs to use the Bank's Raiffeisen Direkt and Raiffeisen Mobile Banking services in accordance with Part 1, Chapter IV of these Business Conditions. Before fulfilling the Customer's payment orders and other instructions, the Bank shall have the right—apart from signature verification—to check the Customer's personal data as well.

**2.** From third parties authorised by the Customer on an ad hoc basis, the Bank shall only accept and execute orders for cash withdrawal and the purchase of travellers' cheques, up to the limit specified in the List of Terms & Conditions.

**3.** A Customer of full legal age may authorise the Bank to proceed at a bank which has joined Recommendation No. 6/2009 of the Hungarian Banking Association in view for applying a simplified bank change procedure. The Customer may give an order for the transfer to another bank of all valid direct debit orders and/or all standing credit transfer orders to be executed on an annual, quarterly, monthly or weekly basis and having a fixed amount which belong to his/her retail HUF bank account kept at the Bank (collectively, the "Payment Orders"), and for the termination of the bank account. If the Customer requests simplified bank change in respect of several bank accounts, each of these is to be initiated separately. A Payment Order which is related to a banking service which is used by the Customer cannot be the subject of a simplified bank change. An order given by the Customer to initiate a change of banks cannot be revoked once it is accepted by the Bank.

**4.** Customers who are legally mature Hungarian citizens may also give instructions for the event of death in respect of the current credit balance of their bank accounts kept at the Bank (any specific bank account or all bank accounts)—including any time deposits transferred from the given bank account to a time deposit account under the Customer's order—in the form and by the method required by the Bank, providing all relevant data. Under such instructions, the Bank shall in the event of the Customer's death pay the credit balance of the bank account constituting the subject of the instruction, as well as of any time deposit transferred from such bank account, to the beneficiary or beneficiaries named by the Customer. If the Customer's death is certified in a credible manner—by the presentation of a death certificate, or a legally valid writ of a court of justice ascertaining or declaring the event of death—the Bank shall only verify the identity of the beneficiary or beneficiaries before effecting the payment, without asking for a legally effective writ concerning the delivery of the estate or a certificate of inheritance. The beneficiary may not transfer to third parties or inherit this title of his/hers. Upon the Customer's death, the beneficiary shall not become the holder of the bank account; he/she may only give orders for the termination of the bank account and the time deposit, and the withdrawal in cash or transfer to another bank account of the balance of the bank account or time deposit. If the beneficiary is a minor, presentation to the Bank of a legally enforceable resolution of the guardianship authority providing approval is a precondition for payment.

## **IV. Notification, Sales and Service Channels**

The Bank's retail Customers may give orders in respect of their funds deposited at the Bank through the following notification, sales and service channels:

### **1. Notification, Sales, and Service Channels**

The Customer may give orders in respect of his/her funds deposited at the Bank via several notification, sales and service channels, namely the following: (a) branches, (b) Raiffeisen Direkt, (c) Raiffeisen DirektNet, (d) Raiffeisen Mobile Banking.

For the purposes of these Business Conditions, Raiffeisen Direkt and Raiffeisen DirektNet shall be hereinafter referred to collectively as "Direkt channels".

### **2. Branch**

The Customer shall have the right to conclude agreements for financial services with the Bank, submit standard forms, authorise third parties on a standing basis, initiate simplified bank change, give instructions for the event of death, give orders, as well as revoke orders at the terms & conditions from time to time in effect, at any retail branch of the Bank's branch network.

### **3. Raiffeisen Direkt**

Raiffeisen Direkt is a 24-hour telebanking service operated by the Bank.

Through Raiffeisen Direkt, the Customer may

- (a) give orders in respect of any of his/her accounts kept at the Bank (including bank accounts and deposit accounts), up to the limits specified in the List of Terms & Conditions from time to time in effect,
- (b) request verbal information concerning any of his/her transactions and agreements with the Bank, ask for statements of account,
- (c) request information on the financial services offered by the Bank and the terms and conditions of such services,
- (d) give notice to the Bank regarding any change in his/her data as recorded in the Framework Agreement or in Special Agreements, except for the Customer's name or citizenship or the number of his/her personal ID document, which may only be changed in the registries in-person, at the branch,
- (e) inform the Bank of his/her intentions to conclude an agreement for any financial service offered by the Bank,
- (f) report the loss or theft of his/her credit and debit cards, as well as use other bankcard-related services,
- (g) file a complaint.

### **4. Using Raiffeisen Direkt**

**4.1.** The Customer may initiate using the services of Raiffeisen Direkt by concluding the Framework Agreement, or completing and submitting to the Bank the Standard Form maintained by the Bank for this purpose, provided that he/she has a mobile telephone number registered at the Bank. After activating the Raiffeisen Direkt service, the Customer may transact the operations listed in Section IV/3 any day of the week, 0-24 hours, subject to proper verification of his/her identity. The Customer may initiate the activation of the services if he/she holds the randomly generated, non-reusable 4-digit personal activation code (the "Activation Code") sent by the Bank in an SMS message to the mobile telephone number provided by the Customer. Activation takes place by the Customer calling the telephone number of Raiffeisen Direkt and identifying the Activation Code. After activation, the Customer provides the 4-digit personal identification number selected by himself/herself (the "Direkt PIN Code") which is to serve in the future to identify the Customer. Simultaneously with the sending of the Activation Code, the Bank also informs the Customer of the 8-digit Direkt identification number serving to identify the Customer (the "Direkt ID").

Following activation, the Bank will identify the Customer upon his/her entry to Raiffeisen Direkt with his/her Direkt ID and Direkt PIN Code. If the Direkt PIN Code is entered incorrectly 3 consecutive times, any further use of the Direkt PIN Code shall be automatically suspended for 24 hours, or banned if the Customer requests so.

If the Direkt PIN Code is banned for any reason, the Customer may use the Raiffeisen Direkt service again only after reactivation; the Customer may apply for the new Activation Code necessary for this in-person at any Raiffeisen

branch. The sending of the Activation Code, reactivation and the provision of the new Direkt PIN Code will take place as described above.

By submitting a Standard Form, the Customer may also ensure the use of the services of Raiffeisen Direkt for third parties registered at the Bank as persons authorised on a standing basis. Such third party authorised on a standing basis may use the services of Raiffeisen Direkt with his/her own Direkt ID—following activation of the service with his/her own Activation Code—using his/her own Direkt PIN Code provided to the Bank upon activation. The Customer shall make sure that third parties authorised by him/her know and observe the provisions of these Business Conditions concerning Raiffeisen Direkt; the Bank shall not be held liable for any loss sustained by the Customer on account of omissions in this respect. The Customer or authorised third parties may initiate changing their Direkt PIN Codes via Raiffeisen Direkt any time.

#### **4.2. New Provisions Concerning Customers Having a Valid Contract for Raiffeisen Direkt Services on 2 November 2010**

The Direkt PIN Code of Customers having a valid contract on 2 November 2010 for Raiffeisen Direkt services will remain in force until it is banned (if that might be the case).

Upon the blockage of the Direkt PIN Code, upon the Customer's request the Bank will send to the mobile phone number provided by the Customer and registered at the Bank a non-reusable activation code in SMS. The Customer may provide his/her new 4-digit Direkt PIN code chosen by himself/herself through Raiffeisen Direkt, using this activation code, and in the future use the services of Raiffeisen Direkt using the Direkt ID and this new Direkt PIN Code. If the Customer has not provided his/her mobile phone number to the Bank, the Bank will provide the non-reusable activation code on a paper-based card to the Customer.

#### **5. Raiffeisen Direkt Data Recording**

The Customer consents—and at the same time acknowledges—that the lists generated by the Bank's IT systems shall serve as proper and conclusive evidence against the Customer in respect of the execution of the banking operations recorded on such lists, as well as certify the fact of prior customer verification through the Customer's Direkt ID and the Direkt PIN Code. The Customer further consents to the Bank's right to record the telephone calls received by Raiffeisen Direkt, and use such recordings as evidence concerning the given banking operations.

#### **6. Raiffeisen DirektNet**

Through the Raiffeisen DirektNet system (the "System") the Customer (or a third party authorised by the Customer on a standing basis in respect of all bank accounts of the Customer kept at the Bank) may enquire balance and transaction history related information in respect of the Customer's bank accounts kept at the Bank, get information on his/her past due debts owing to the Bank, as well as give orders of the types offered by the System up to the limits (regarding the number or amount of the orders) specified in the List of Terms & Conditions from time to time in effect. The Bank shall have the right to suspend the use of the system for an unspecified period of time, or to modify the amount or quantity of the orders the Customer may give as specified in the List of Terms & Conditions, if on the basis of information available to the Bank these measures are reasonably expected to protect the funds of an unspecified number of Customers managed at the Bank (e.g. attempt to unlawfully obtain the identification data of Customers), or ensure the safe operation of the System. The Bank shall inform the Customers of any restriction in its website ([www.raiffeisen.hu](http://www.raiffeisen.hu)) and/or through the System. During the time of the restriction, the Customer may give orders to the Bank via the other service channels.

#### **7. Using Raiffeisen DirektNet**

It is a precondition for using the Raiffeisen DirektNet service that the Customer has Raiffeisen Direkt access. The Customer may request using the services of the Raiffeisen DirektNet system ("Raiffeisen DirektNet" or the "System") by concluding the Framework Agreement, or completing and submitting to the Bank the Standard Form maintained by the Bank for this purpose, provided that he/she has a mobile phone number registered at the Bank. For the activation of the Raiffeisen DirektNet service, the provisions of Section IV/4 will be governing, with the difference that activation shall take place on the Internet, and in the course of activation the Customer is required to identify a DirektNet

password (the "Password") as a personal identification code chosen by himself/herself. Upon entry to Raiffeisen DirektNet, the Bank will identify the Customer on the basis of his/her Direkt ID and the Password.

In addition to the identification tools (password, code, etc.) necessary for the use of the service, the Bank shall have the right to introduce further identifiers and tools (login SMS, SMS password, token) for access to the System or the execution of orders given electronically, which are supposed to result in a safer use of the System, and to unilaterally order the mandatory use of these. The Customer—by submitting the same Standard Form—may also request use of the services of the System for third parties registered at the Bank as persons authorised on a standing basis. The Customer expressly acknowledges that if use of the System is ensured for an authorised third party, such authorised third party shall have access (unless the Customer provides otherwise) to all accounts of the Customer kept at the Bank. A third party authorised on a standing basis may use the services of the System with his/her own Direkt ID—following activation of the service as per Section IV/4—using his/her own Password provided to the Bank upon activation.

Submission of a Standard Form by the Customer shall at the same time qualify as an acceptance by the Customer of the terms and conditions concerning the Raiffeisen DirektNet system as set forth in these Business Conditions. The Customer shall make sure that authorised third parties who have access to the Raiffeisen DirektNet system know and observe the provisions concerning the use of the System as set forth in these Business Conditions, as well as the instructions for use described in the Raiffeisen DirektNet Users Manual; the Bank shall not be held liable for any loss the Customer might sustain as a result of omissions in this respect.

### **8. Raiffeisen DirektNet Users Manual for Private Individuals**

The Customer shall provide for the technical prerequisites specified in the Raiffeisen DirektNet Users Manual (the "Manual") as necessary for the use of the System. The Bank shall make the Manual as well as any other information and supplementary tools necessary for the use of the System available to the Customer in its Internet website ([www.raiffeisen.hu](http://www.raiffeisen.hu)). The Customer understands that the service shall be provided through the Internet network. In view for the safe accessibility of the services provided by the Bank, the Customer shall follow the instructions described in the Manual when using the System. The Customer acknowledges that only the precise execution of these instructions and entering his/her real user data shall create an authority for the Customer to use the System; in the case of any deviation from the procedures described in the Manual the services of the System may not be used.

### **9. Preconditions for the Execution of Orders Sent/Received via Raiffeisen DirektNet**

The Bank shall execute the Customer's orders only after the Customer has obtained the right to use the System as set forth in these Business Conditions. Electronically sent formally deficient or financially uncovered orders shall not be executed.

In the data turnover between the Parties, the Bank shall recognise any change in the intactness and consistency of the data sent or received by the Bank by means of controls incorporated in software applications (and in accordance with the measure of such controls). The Bank shall not be held liable for any data change regarding the content of data packages incoming to the Customer's computer if the change is effected after the arrival of the package.

### **10. The Raiffeisen DirektNet Software**

The Customer may not put forth any claim on the Bank in connection with any cost or loss caused by failures occurring in his/her own system due to the operation of his/her operating system or any other software.

### **11. Raiffeisen DirektNet Data Recording**

The Customer takes note that the lists generated by the Bank's electronic data processing system certify the fact of prior customer verification through the Customer's identification data.

### **12. Execution of Orders Given via Direkt Channels**

Unless the Customer provides otherwise, orders received before the cut-off times specified in the List of Terms & Conditions shall be executed on the date of receipt, and orders received after such cut-off times shall be regarded as received on the next banking day, and executed accordingly. Orders received via Direkt channels during the weekend or on banking holidays shall be executed on the next banking day.

### **13. Statements of Account and Complaints Concerning Orders Given via Direkt Channels**

The Customer shall be informed of the execution of orders given via Direkt channels by means of statements of account. The Customer shall be sent statements of account in the way and with the frequency specified in Chapter "Account Keeping" of these Business Conditions. Unless the Customer files a written notice or complaint with the Bank in respect of a statement of account by the deadline specified for statements of account in Part One, Section 17.2 of the Bank's General Business Conditions [*Általános Üzleti Feltételek*], the execution of the relevant order given via Direkt channels shall be regarded as accepted by the Customer. Such complaint should include the Customer's name, address, customer ID, the way the order was given, and the date of execution, amount and type of the protested transaction. The Bank shall investigate the complaint within 15 banking days of receipt and notify the Customer in writing—or in any other form requested by the Customer—of the findings of the investigation.

### **14. Termination of Raiffeisen Direkt and DirektNet Services**

The Customer—or an authorised third party entitled to use Direkt channels—may any time initiate termination of the further use of the System, or of Raiffeisen Direkt and the System, by forwarding a unilateral written statement to the Bank, or via Raiffeisen Direkt (using his/her Direkt PIN Code and Direkt ID). Termination of access to Raiffeisen Direkt shall automatically terminate the use of the System as well. The Bank shall automatically terminate (block) the use of the System by the Customer in the event the Customer's accounts at the Bank are terminated. The Bank shall also have the right to terminate the use of the System, or Raiffeisen Direkt and the System, with immediate effect if the Customer or an authorised third party violates any provision of these Business Conditions concerning the use of the System.

### **15. Confidentiality of the Secret Codes and Identifiers of Direkt Channels (Blockage)**

The Customer, as well as any third party authorised on a standing basis, shall make sure that the Activation Code, the Direkt PIN Code and Direkt ID, as well as the identification data as specified in the Manual and the Password which are necessary to use the System remain secret and are stored safely, inaccessibly for unauthorised parties.

If the Identification Code, the Direkt PIN Code or the identification data and/or the Password necessary for the use of the System is lost, stolen or obtained/learned by an unauthorised party, or is destroyed, or used by an unauthorised party, the Customer or the authorised third party shall immediately give notice to the Bank. Notice can be made any day of the week, 0-24 hours at the telephone number of Raiffeisen Direkt.

Other persons may also initiate blockage if the Customer or the authorised party is impeded and the person making the notice is able to present credible evidence of this circumstance. In such event the Bank shall not be held liable for any loss the Customer or the authorised party might sustain as a result of the blockage. A notice is to be held valid and effective only if it includes the Customer's personal data—if the notice is made by a third party authorised on a standing basis, then his/her name as well—the exact account number, the reason for the notice, and a definite and unambiguous request by the caller for the blockage of the right to use Raiffeisen Direkt or the System. If the Customer or the authorised party has a Direkt PIN Code enabling them to use Raiffeisen Direkt, the caller shall be identified by means of this Direkt PIN Code. On the basis of such notice, the Bank shall immediately block access to the given Direkt channel by means of the relevant identification data and Password. The account holder or authorised third party in respect of whom the service has been blocked may use the service again only after reactivation of the same.

### **16. Responsibility upon the Blockage of Direkt Channels**

Any loss sustained before the time of the notice (initiation of blockage) and arising from the loss or theft of the Activation Code, the Direkt PIN Code, Direkt ID or Password shall be borne by the Customer up to HUF 45,000 in accordance with the laws currently in effect, and any loss sustained thereafter shall be the Bank's liability.

The Customer shall not bear this liability up to HUF 45,000 if the loss was caused by means of a customised procedure qualifying as a cash substituting means of payment as per the Payment Services Act which was implemented using an information technology tool, or if the cash substitute was used without personal security elements—including Activation Code, Direkt ID, Direkt PIN Code and Password—or where the Bank has provably failed its obligation set out in Section 15.

In accordance with the pertinent laws currently in force, the Customer shall bear the resulting loss up to HUF 45,000 at maximum, unless the Bank is able to prove that the loss has arisen as a result of the Customer's deliberate or grossly negligent conduct.

The Bank shall be exempt from the liability if it is able to prove that the loss has been caused by the Customer acting in a fraudulent manner, or that the loss has arisen from the Customer's deliberate or grossly negligent failure to meet his reporting obligation as per Section 15.

The Bank shall not be liable for losses arising from any failure in the telephone lines or in the Customer's computer, or for losses resulting from circumstances where due to the failure of the Bank's IT system attached to services provided through telebanking or electronic channels, or of any accessory or supporting system of the same, the Customer was unable to use the services through these channels until the elimination of the disturbance. The Bank shall not be held liable either for any loss caused with the abuse of information obtained by unauthorised parties tapping the telephone lines.

### **17. Other Rules of Liability Concerning Direkt Channels**

The Customer shall do his/her best in ensuring that the telephone set and the IT equipment used by the Customer from time to time for the purposes of access to Direkt channels are in a condition enabled to receive the messages sent by the Bank, and to initiate or launch transactions.

### **18. Enlargement of the Range of Services Available via Direkt Channels**

The Bank shall from time to time introduce the latest software version where possible, of which notice shall be sent to the Customer, and which the Customer shall take into use. If the Customer fails to meet this obligation, the Bank may block the further use of the earlier version as well as of the System. The Customer and any third party authorised on a standing basis shall automatically become entitled to use the newly introduced services of the Direkt channels used by them, at the terms & conditions notified by the Bank.

### **19. Modification of Contractual Terms Concerning Direkt Channels**

For any modification of the contractual terms & conditions of Raiffeisen Direkt and/or the System, the provisions of Part One, Chapter XIX of the Bank's General Business Conditions [*Általános Üzleti Feltételek*] from time to time in effect shall be governing as applicable.

### **20. Raiffeisen Mobile Banking**

On the basis of the Customer's request, the Bank shall in the scope of the Raiffeisen Mobile Banking service send information—in the form of a message forwarded by means of a mobile telecommunications device—concerning the Customer's bank account and/or the transactions effected with the Customer's bankcard, as well as any data from time to time made accessible by the Bank via this information channel. In the scope of the Mobile Banking service the Customer—in the range and by the technological methods from time to time specified by the Bank—may as well execute other transactions that can be executed by means of mobile telecommunications devices.<sup>1</sup> The Mobile Banking service accepts queries from and sends information to the Customer via SMS 0-24 hours each day.

The general terms & conditions of the Raiffeisen Mobile Banking service are set forth in these Business Conditions, while the data of the Customer using the service, the statements made by the Customer in the scope of the request, and other rules concerning the range of the services and their method of usage are included—depending on the method of application—in the Mobile Banking Standard Form / data form, and in the Framework Agreement; if the Customer applies for the service via Raiffeisen Direkt, in the tape-recorded phone call, and if the application is filed via an automated teller machine (ATM), in the certificate issued by the ATM. The Bank shall have the right to send SMS messages serving the Customer's convenience and information to Customers using the Raiffeisen Mobile Banking service, as well as to those not using the service, to the mobile phone number provided by the Customer to the Bank in an agreement.

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<sup>1</sup> At the time of entry in force of these Business Conditions, only the SMS-based information service may be used. The Bank shall inform its Customers of the enlargement of the range of available services via announcements.



## **21. Raiffeisen Mobile Banking—Definition of Terms**

SMS: A telecommunications service which makes it possible to forward a series of alphanumerical signs (where the number of characters is determined by the mobile service provider) to mobile phone sets.

Automatic SMS message: SMS message prepared by the Bank at a specific frequency and containing account- or bankcard-related information which is to be sent to the mobile phone number specified by the Customer. When applying for the service, the Customer specifies which type of automatic messages he/she wishes to get regularly via SMS.

Interactive SMS transactions: In response to a message of appropriate content sent from the mobile phone number specified by the Customer in order to enquire information concerning a bank account or bankcard kept at the Bank (the "query"), the Bank's IT system shall send the required data in the form of an SMS message.

## **22. Applying for the Mobile Banking Service**

The Customer may initiate using the Mobile Banking service by completing and submitting to the Bank the Standard Form provided by the Bank for this purpose, or via Raiffeisen DirektNet by completing and forwarding the relevant data form, or on the phone, via Raiffeisen Direkt (after proper identification by the Direkt PIN Code), or in respect of specific services via ATM. In the course of the telephone application or in the Standard Form/data form the Customer shall specify—choosing from the offered options—what type of information he/she wishes to receive to the specified mobile phone number in the scope of the Mobile Banking service. Applications may be submitted via ATM only in respect of specific services, with the information content determined by the Bank. After the application has been submitted, the Bank shall notify the Customer of the Mobile Banking service becoming active by sending an SMS message to the mobile phone number identified by the Customer.

Third parties authorised on a standing basis by the Customer may also request the Raiffeisen Mobile Banking service for themselves. Therefore in this paragraph 25, paragraphs 23-24 above and paragraphs 26-32 below, the designation "Customer" shall comprise third parties authorised on a standing basis as well. If the Customer wishes to use the Mobile Banking service in respect of several mobile phone numbers, the service must be requested separately for each mobile phone number. For additional cardholders, the Mobile Banking service may only be requested by the principal cardholder.

## **23. Modification of the Raiffeisen Mobile Banking Service**

The Customer may change the message types and settings he/she has selected and checked in the scope of the request by submitting a Standard Form to the Bank, via Raiffeisen DirektNet by completing and forwarding the relevant data form, or using the Bank's Raiffeisen Direkt telebanking service (after identification through the Direkt PIN Code).

## **24. Fees of the Mobile Banking Service and Their Payment**

The fees, potential costs and charges payable for the Mobile Banking service (the "fees") are published in the Bank's List of Terms & Conditions from time to time in force. In the scope of one agreement (single fee payment), the Customer may request the service for any number of his/her own bank accounts and bankcards (including additional cards), but only one mobile phone number may be involved in the service. If the Customer wishes to receive the service to several mobile phone numbers, a new request must be filed for each mobile phone number, and the monthly fee and the enquiry fee must be paid in respect of each request (multiple fee payment). The due and payable fees of the Mobile Banking service shall be debited to the bank account identified for this purpose in the request (fee settlement account). The Customer may not specify a credit card account to function as a fee settlement account unless the Customer has no other account at Raiffeisen Bank. Upon the termination of the fee settlement account—unless the Customer identifies a new fee settlement account—the Bank shall have the right to debit any bank account of the Customer kept at the Bank with the amount of the fees.

The Bank shall debit the due and payable fees of the Mobile Banking service (monthly fee, aggregate fee charged for automatic SMS messages and interactive SMS transactions) to the fee settlement account specified by the Customer on the last banking day of the month, and notify the Customer of charged fees in the relevant bank account statement. The Customer shall monitor the balance of his/her bank account, and make sure that the available balance covers the due fees of the Mobile Banking service. If the Customer fails to provide sufficient coverage for the

fees in the bank account, i.e. to fulfil his/her fee payment obligation as specified in this paragraph in due course, the Bank shall have the right to charge the penalty specified in the List of Terms & Conditions from time to time in force on overdue fees, costs and charges.

### **25. Suspension and Termination of the Mobile Banking Service**

If the Customer fails to fulfil his/her due fee payment obligation despite the Bank's notice, the Bank shall have the right to suspend the Mobile Banking service in respect of the mobile phone numbers specified by the Customer, or terminate the same with immediate effect unilaterally, without giving its reasons, with simultaneous notice to the Customer. The Bank shall have the right to make decision on the suspension or termination of the service—as a sanction available to the Bank under this paragraph—unilaterally at its discretion. The contractual relationship concerning the use of the Mobile Banking service shall be established for an unspecified period of time, and both Customer and the Bank shall have the right to terminate the service with a notice to the other Party provided in writing or verbally (via Raiffeisen Direkt, after proper identification through the Customer's Direkt PIN Code).

### **26. Mobile Banking—Liability Issues**

The information needed by the Customer shall be sent to the mobile phone number identified in the request, and the transactions to be launched or initiated in the scope of the service shall also be used from the same mobile phone number. The Customer shall give immediate notice to the Bank of any change or termination of the mobile phone number, or the loss or theft or obtainment by unauthorised third parties of the mobile telecommunications device or SIM card from time to time attached to the mobile phone number. The Bank shall not be held liable for losses arising from the Customer's failure to provide the mobile phone number or any other identification data correctly in the request form, or from his/her failure to fulfil his/her obligation of notification as set forth in this paragraph, or to fulfil it in a timely manner. The Customer shall do his/her best in making sure that his/her mobile telecommunications device and the secret codes necessary to use the same, and his/her data necessary to use the Mobile Banking service are not learned or obtained by unauthorised parties. The Customer is aware that the mobile telecommunications service is a telecommunications channel whose efficiency is not guaranteed; accordingly, the Customer acknowledges that the Bank does not guarantee that the messages sent by the Bank in the scope of the Mobile Banking service shall be received to the mobile phone number specified by the Customer, or that the transactions initiated or launched in the scope of the service shall be successful. The Customer shall make sure that the persons for whom access to use the Mobile Banking service is provided at the mobile phone numbers identified by the Customer are aware of the terms & conditions concerning the Mobile Banking service. The Bank shall not be held liable for any loss arising from the Customer's failure to fulfil his/her obligation to provide information as per this paragraph, or from his/her defective fulfilment of such obligation.

Considering the Customer's obligation to provide information as per the aforesaid, and that it is a precondition for receiving the messages sent in the scope of the service that the involved mobile telecommunications device of the Customer or another person to be notified must be in a state capable of receiving messages (e.g. switched on, battery charged), the Bank shall not be held liable for losses the Customer or another person to be notified might sustain as a result of the Customer's failure to fulfil his/her obligation to provide information as per this paragraph, or from his/her defective fulfilment of such obligation, or from the inability of the mobile telecommunications device to receive messages.

### **27. Mobile Banking—Miscellaneous Provisions**

For any modification of the contractual terms & conditions of Mobile Banking services, the provisions of Part One, Chapter XIX of the Bank's General Business Conditions [*Általános Üzleti Feltételek*] shall be governing as applicable.

### **28. Mobile Banking—Data Transmission**

The Customer acknowledges that the transformation of the data supplied by the Bank's IT system into messages and the forwarding (transfer) of the same shall be executed by a transfer service provider assigned by the Bank (the "transfer service provider"). The Customer is aware that in the scope and in the interest of the Mobile Banking service the Bank shall send his/her data qualifying as bank secrets in the measure necessary and sufficient for the fulfilment of the Mobile Banking service to the transfer service provider and the mobile telecommunications service providers,

so that such data shall be forwarded to the Customer. In respect of the data forwarded in the scope of the Mobile Banking service, the transfer service provider and the mobile telecommunications service providers bear an obligation of confidentiality under pertinent laws.

### **29. Special Provisions Concerning the Different Service Types which May Be Used in the Scope of the Mobile Banking Service**

The range of the service types and transactions which may be used or initiated by the Customer from time to time, and the method of usage of the aforesaid shall be specified in the Mobile Banking Standard Form / data form filed by the Customer in the application process, and in the List of Consumer Banking Terms & Conditions. Debit transactions also include the recording in the claim registration account of past due and payable debts owing to the Bank.

## **V. Other Provisions**

**1.** The Bank's notices to the Customer shall be sent (a) verbally, on the phone, at the phone number(s) provided by the Customer, or (b) in writing, by mail to the notification address named by the Customer in the Framework Agreement. Written notices sent by the Bank shall be regarded as delivered on the fifth day after certified mailing.

**2.** The specific provisions of these Business Conditions concerning the different services, as well as other agreements concluded between the Bank and the Customer may include different provisions for the method of notification.

**3.** Should any provision of these Business Conditions become ineffective or unenforceable in whole or in part, this shall not impair the effect and validity of the other provisions. In such case, the Bank shall replace the invalid provision with another effective or enforceable provision that shall best befit the spirit and the business purposes of the ineffective or unenforceable provision.

**4.** The Customer is aware that the Bank shall have the right to request information and data from the Customer—in view for fulfilling the services needed by the Customer, checking the obligations of the Customer, and performing the Bank's commitments—concerning the Customer's personal, income, savings, credit and risk data, or documents containing such information. In the course of his/her business relationship with the Bank, the Customer shall make available to the Bank the data, information and documents prescribed by the Bank in relation to the services requested by the Customer, and is aware that the Bank shall have the right to check these data, information and documents under an express written authorisation by the Customer.

## **2. Specific Provisions**

**The general terms of contract of the financial services governed by the framework agreement entitled "Framework Agreement Concerning the Provision of Financial Services" shall be as follows:**

### **I. Account Keeping**

**1.1.** In order to keep record of and maintain the Customer's funds and administer his/her payments, the Bank shall upon the Customer's instruction open and keep payment accounts in HUF and in the foreign currencies quoted by the Bank and specified in the List of Terms & Conditions (collectively, the "retail account"). According to the laws currently in effect, HUF and foreign currency retail accounts do not qualify as current accounts kept for corporate customers under the law to keep record of their payments [*pénzforgalmi jellegű fizetési számla*]. The Bank may upon the Customer's order simultaneously open and keep several retail accounts.

**1.2.** On the funds deposited in the retail accounts, and depending on the size of the current balance, interest shall be paid at the rates set forth in the List of Terms & Conditions from time to time in effect. Interest shall be paid at the end of each calendar quarter, or upon the closing of the retail account, by the Bank crediting the relevant sum to the retail account. Interest shall be calculated by means of the formula set forth in the Bank's General Business Conditions.

### **1.3. Services Connected to the Retail Bank Account**

#### **1.3.1. Cash Transactions**

The Customer may deposit cash to the retail bank account or draw cash therefrom—in HUF or in any foreign currency quoted by the Bank—at any branch of the Bank. If the deposit or withdrawal is carried out in a currency that differs from the currency of the bank account, the Bank shall execute the transaction against the fees and at the exchange rates specified in the List of Terms & Conditions.

If the amount of a cash withdrawal exceeds the limit specified in the List of Terms & Conditions from time to time in effect, 2 banking days' notice shall be given to the Bank in writing at the relevant branch or via Raiffeisen Direkt. The Bank may at its discretion decide to execute the transaction even if the Customer has failed to give prior notice pursuant to the above. If the Customer fails to withdraw on the appointed date the amount in respect of which he/she has given prior notice of withdrawal, the Bank shall debit the Customer's retail bank account with a fee set forth in the List of Terms & Conditions.

#### **1.3.2. Execution of Credit Transfer Orders (Ad Hoc and Standing), In-Bank Account Transfers and the Crediting of the Account**

The Customer may give ad hoc and standing credit transfer orders as well as collective transfer orders and in-Bank account transfer orders to the debit and credit of the retail bank account. Standing credit transfer orders may only be given in respect of retail bank accounts kept in HUF. The Customer may specify a later date (debit date) on which he/she requests as outbound credit transfer or in-Bank account transfer order to be executed. The Bank shall execute the Customer's orders taking into account the deadline specified by the Customer, in accordance with the normal execution deadlines specified in Part One, Section V.5.11 "Execution Deadlines" of the General Business Conditions, or those set out in the List of Terms & Conditions from time to time in effect. In the course of order execution, the deadline by which the Bank undertakes the order to be executed may be subject to change on account of value date differences arising from international holidays, as well as due to insufficient balance.

Amounts incoming to the Customer's credit—in HUF as well as in foreign currencies—shall be credited to such retail bank account of the Customer as has been specified by the party giving the payment order. If the currency of the retail bank account specified by the party giving the order differs from the currency of the transferred amount, the Bank shall carry out the necessary conversion, and—simultaneously with crediting—automatically debit conversion charges to the same bank account of the Customer as is credited in the transaction. If the Customer has no right to dispose of the account specified in the credit transfer order, the Bank may reject the incoming transfer order.

#### **1.3.3. Orders for the Settlement of the Fees Charged by Utility and Other Service Companies**

The Customer may give the Bank orders to settle his/her fee debts billed by the different utility and other service companies (the "Service Company") against the retail HUF bank account, or authorise the Service Companies—via the Bank—to collect their current receivables by way of direct debit against the retail HUF account.

In case a Service Company is authorised for direct debit, the Customer may order the Bank to monitor continuously the payment of the fees charged by the Service Company, and check the amounts against the limits set by the Customer in advance. In the authorisation, the Customer may set a limit above which the Bank shall refuse to pay a fee.

Orders concerning the settlement of the fees charged by Service Companies shall be executed on the basis of the data provided by the Service Company, without the Bank examining—apart from checking against the limits set by the Customer—the appropriateness of such data. The Bank shall not be held liable for executing orders based on data provided by Service Companies in error.

If the Customer gives the authorisation with an erroneous consumer ID, the Bank shall have the right to change the erroneous consumer ID on the basis of prior reconciliation with the Service Company; if the authorisation is given with an erroneous Service Company ID, the Bank shall have the right to change the Service Company ID.

The Customer may stop the payment of the Service Company fees in respect of which he/she has authorised the Bank to perform direct debit orders before due payment date as defined by the Service Company, by the cut-off time and at the terms specified in the List of Terms & Conditions, in writing or via Raiffeisen Direkt. The Customer authorises the Bank to provide those of his/her personal data to the Service Company which are necessary for the execution of the debit, as well as to name the reason for any rejection (e.g. balance insufficiency, limit overstepping, cancellation of order, termination of the bank account). The Customer takes note that if on the debit date specified in the direct debit order the direct debit order cannot be executed due to insufficient balance in the Customer's relevant retail bank account, then on the debit date specified in the direct debit order the Bank shall have the right to reject the direct debit order. No partial performance shall be allowed. The Bank shall inform the credit institution keeping the bank account of the beneficiary on the non-performance and its reasons. For further rules concerning direct debit orders, see Part One, Section V.5.1 of the Bank's General Business Conditions.

#### **1.3.4. Collection Orders**

The Customer may authorise third parties to present collection orders based on a letter of authorisation against his/her retail bank account. If the Customer issues a promissory note, or signs a bill of exchange as an accepting party, where the note or bill identifies Raiffeisen Bank or the Customer's retail account kept at the Bank as a payment venue, or if the Customer issues a cheque against his/her retail bank account kept at the Bank, then the holder of the promissory note, bill of exchange or cheque shall have the right to submit a bill/note collection or cheque collection order against the Customer's retail bank account, in view for collecting the amount specified in the bill/note or cheque on the due payment date. On the basis of an authorisation given by a third party in favour of the Customer's retail bank account, the Customer may initiate collection based on a letter of authorisation, and the Customer as the holder of a promissory note, bill of exchange or cheque issued on the Bank may initiate bill/note collection or cheque collection, subject to the laws concerning promissory notes/bills of exchange and cheques.

#### **1.3.5. Official Credit Transfer Orders and Payment Writs**

The Bank shall fulfil official credit transfer orders and payment writs received against the Customer's retail bank account and submitted by an authority or organisation empowered to collect a monetary claim in the scope of judicial enforcement proceedings or public administration or tax enforcement procedure in accordance with the statutory provisions concerning payments from time to time in effect.

#### **1.3.6. Reservation Orders**

The Customer may order the Bank to reserve an amount specified by him/her from the balance of the retail account, up to the current credit balance, for a specific purpose identified by the Customer. During the term of such reservation, the reserved amount shall not be regarded as available coverage to orders, and no orders or debits shall be executed against it. On reserved amounts, the same interest rate shall be paid as on the available balance of the retail bank account.

The reservation shall be released on the date or upon the occurrence of the condition specified by the Customer in the order. The Customer might have to certify for the Bank if necessary the occurrence of the condition to have the reserved amount released. In the course of the execution of prompt collection orders presented against the retail account, reserved amounts shall also be taken into consideration, unless the reserved amount has been withdrawn from the Customer's free disposal, i.e. if the Customer may any time—unilaterally, without the Bank's or a third party's approval—initiate the reservation to be released.

### **1.4. Common Rules Concerning Order Execution**

**1.4.1.** The Customer's orders and instructions shall only be executed if there is sufficient balance in the retail bank account. The Bank shall carry out partial performance on the orders only in the cases specified in the relevant laws—under an official credit transfer order or a payment writ—as well as in the case of collections based on letters of

authorisation, the collection of promissory notes and bills of exchange, and cheque collection. In case the balance is insufficient or the order is deficient as regards form or substance, or if there is no sufficient balance for a payment order different from those mentioned in the previous sentence, the order shall be cancelled. If the Customer enters a credit transfer order against insufficient balance, the Bank shall proceed in accordance with Section 1.8.2 of the General Business Conditions, and the order shall only be cancelled after three additional unsuccessful attempts at execution.

**1.4.2.** If the Customer specifies a value date for the execution of a clean payment or in-house account transfer order, the Bank shall execute the order on such value date without any preliminary reservation, subject to the existence of a sufficient balance in the retail bank account on the date of performance.

**1.4.3.** The Bank shall not be held liable for any loss or costs the Customer might sustain or incur due to the sequence of execution of orders received simultaneously.

**1.4.4.** The Customer shall keep sufficient funds in the retail bank account so as to provide coverage for his/her orders, as well as for the Bank's related commissions, fees and charges, and should continuously monitor the balance in the retail bank account.

**1.4.5.** For detailed rules concerning the submission, acceptance, approval, revocation, fulfilment, rejection, correction and refund of payment orders, see the provisions of Part One of the Bank's General Business Conditions [*Általános Üzleti Feltételek*].

### **1.5. Fees, Commissions and Charges**

**1.5.1.** For the operations transacted in the retail bank account, the execution of orders and the rendering of other services related to the retail bank account, as well as for the conversions carried out by the Bank, the fees, commissions and charges set forth in the List of Terms & Conditions shall be charged. The amount of due fees, commissions, charges and any default interest shall be automatically debited to the retail bank account pursuant to Section II.3 of the chapter "General Provisions" of these Business Conditions. If the available balance in the bank account to be debited fails to cover the amount of fees, commissions, charges and any default interest that have fallen due, the Bank will record its receivables in a claim registration account connected to the bank account as past due debts owing to the Bank.

**1.5.2.** The fees, commissions and charges connected to the keeping of retail bank accounts shall be charged in the currency of the relevant retail bank account. Conversions shall be effected at the rates of exchange quoted by the Bank and disclosed in its branches. Default interests due on debts generating in connection with the retail bank account shall be charged in the currency of the relevant retail bank account.

### **1.6. Notices**

**1.6.1.** Of credits and debits in the retail bank account, as well as any past due debts owing to the Bank, and the current balance of the retail bank account, account statements shall be sent to the Customer once a month, in writing or otherwise (e.g. electronically) if there is an agreement to this effect, after the monthly closing procedure effected on the 5th day of the month following the relevant month.

**1.6.2.** Any complaint concerning the balance of the retail bank account or any item of the account statement should be filed with the Bank in writing, within 4 calendar weeks from the last day of the relevant month, in accordance with Section I.17.2 of the General Business Conditions concerning the filing of complaints. Unless the Customer files such a complaint, the account statement as well as the balance disclosed by the Bank shall be regarded as accepted by the Customer.

**1.6.3.** The Bank reserves the right to notify the Customer of any circumstance or expectable change that is going to have a significant impact on any legal relationship between the Customer and the Bank in writing, by mail, even if the Customer has provided in the Framework Agreement that he/she wishes to receive bank account statements electronically, and/or that he/she does not consent to being sent marketing and advertisement materials by mail. If the delivery of a statement of account sent to the Customer by mail, to the mailing address identified by the Customer in the Framework Agreement, remains unsuccessful, the Bank shall have the right to destroy the statement of account after the unsuccessful delivery.

**1.6.4. Management of Undeliverable Bank Account Statements**

Bank account statements shall be retained at the branch, and shall be delivered to the Customer or his/her certified heir(s) at the branch, in the following cases.

- If a bank account statement sent by the Bank to the Customer by mail, to the mailing address provided by the Customer, is returned to the Bank with the note “*wrong address*”, or with any other note of similar content, and the reason for the returning is that the Customer has provided an erroneous or incomplete address to the Bank as his/her mailing address, bank account statements shall be retained until the address is corrected or completed. In view for this, the Bank shall contact the Customer in other channels that are available (e.g. on the phone, by e-mail, etc.).
- If a bank account statement sent by the Bank to the Customer by mail, to the mailing address provided by the Customer, is returned to the Bank with the note “*moved out*” or “*addressee unknown*”, or with any other note of similar content, bank account statements shall be retained until the Customer notifies the Bank of his/her new mailing address.
- If the Bank becomes aware of an account-holding Customer’s death, bank account statements shall be retained until the heir(s) of the Customer provide credible proof of their being legitimate heirs, and give notice to the Bank of a new mailing address.

**1.6.5** If a bank account statement is retained and delivered to the Customer at a branch in accordance with Section 1.6.4, the Customer expressly takes note and accepts that the bank account statement shall be regarded as delivered to the Customer on the 10th (tenth) day of the month following the relevant month, regardless of whether the Customer has collected the account statement at the branch or not.

**1.6.6.** Upon the failure of the delivery of a bank account statement, or the Customer’s failure to collect the bank account statement at the branch, the Customer shall not initiate any complaint or enforce any claim against the Bank on the ground that he/she was not informed of the operations carried out in his/her bank account—including bankcard transactions and transactions initiated via telebanking or electronic channels—and shall bear all-inclusive liability for any loss that he/she might sustain as a result of this.

**1.7. Management of Customer Debts**

**1.7.1.** The Bank shall have the right to debit the Customer’s retail bank account with all its costs incurred in connection with the collection of all its receivables arising from financial services provided under the Framework Agreement upon the occurrence of such costs.

**1.7.2.** In case the Bank registers a past due debt owing to the Bank in excess of HUF 2,000 in connection with the Customer’s retail bank account for at least 6 months, the Bank shall have the right to ban the use of the bankcard or credit card attached to the bank account until the debt registered in the claim registration account is paid.

**1.8. Termination of the Retail Bank Account**

**1.8.1.** The retail bank account is established for an indefinite term. The absence of a credit balance in the retail bank account in itself shall not terminate the account.

**1.8.2.** The Bank shall have the right to terminate the retail bank account with a written notice of 60 days to the Customer, without giving any reasons. The Bank shall have the right to terminate the retail bank account with immediate effect if the Customer repeatedly or grossly violates any provision of these Business Conditions.

**1.8.3.** The Customer shall have the right any time to terminate the retail bank account—in the form of a written notice, by completing and submitting to the Bank a standard form entitled Bank Account Termination Request, as well as in the scope of a simplified bank change procedure, with the restrictions set out below, on the basis of a proxy given to the other bank concerned in the bank change—provided he/she has settled all his/her outstanding debts owed to the Bank, including those connected to the keeping of the retail bank account and to any related services, as well as any debts stemming from other agreements with the Bank.

If the framework agreement between the Bank and the Customer is for an unspecified period of time, or for a period longer than 1 year, the Customer shall have the right to terminate the framework agreement free of charges or any other payment obligations after the lapse of the first year.

The Customer shall not have the right to terminate the bank account in the scope of a simplified bank change procedure if

- a. the bank account has a co-holder as well (with the accountholders disposing of the account on a collective basis), and the co-holder does not initiate the change of banks;
- b. past due debts owing to the Bank are recorded in the claim registration account connected to the bank account;
- c. there is an active bankcard or credit card agreement belonging to the bank account, or an embossed card is terminated within 30 days;
- d. a collection order (based on a letter of authorisation), a credit transfer order initiated by an authority, a payment writ or enforcement has been presented against the bank account, whose processing, execution or queuing is underway at the time of initiation of the bank change procedure or takes place in the course of the bank change procedure;
- e. there is an electronic banking service connected to the bank account;
- f. there is a time deposit which has not matured yet connected to the bank account;
- g. there is an order concerning loan repayment connected to the bank account which loan may only be repaid from the bank account;
- h. there is an SMS agreement, a safe deposit box rental agreement or mailbox service connected to the bank account;
- i. the investigation of a disputed transaction or a customer complaint is underway;
- j. in the course of the bank change procedure the bank account becomes the subject of the execution of a will, or any of the banks concerned in the bank change becomes aware of the death of the accountholder;
- k. there is a sub-account attached to the bank account;
- l. the balance of the bank account is blocked;
- m. there is an overdraft facility agreement connected to the bank account;
- n. there is some other banking service connected to the bank account.

**1.8.4.** If the Customer has a bankcard issued in respect of the retail bank account, the retail bank account may only be terminated pursuant to the bankcard-related provisions of the Bank's General Business Conditions.

**1.8.5.** In the case of the termination of the retail bank account, the Bank shall have the right upon the entry in force of the termination notice to transfer any credit balance in the retail bank account to a suspense account that pays no interest, unless the Customer has given other instructions in respect of the balance of the retail bank account. The Bank shall also have the right to proceed similarly in case the retail bank account is ended in any other way.

## **1.9. Simplified Bank Change**

**1.9.1.** The Customer may initiate a simplified bank change procedure by completing and signing the form "Initiation of Bank Change" (the "Initiation Form"). The Customer's order may only be executed if the other bank concerned in



the change of banks has also joined Recommendation No. 6/2009 of the Hungarian Banking Association for facilitating bank change between retail bank accounts.

The simplified bank change must not be carried out if the relevant identification data of the Customer recorded in the respective registries of the concerned banks differ from each other, if the standard form for the initiation of the bank change is signed in a manner different from the Customer's specimen signature registered at the Bank, or if the bank account number is identified erroneously in the Initiation Form.

The Bank shall execute the Customer's order for simplified bank change within the timeframe set out in the Bank Change Manual.

For the stoppage and setting of Payment Orders, the following deadlines shall be governing.

In the case of standing credit transfer orders:

- If the new bank accepts the order for the change of banks between the 1st and 15th inclusive of the relevant month, then the old bank shall stop the orders as of the end of the relevant month, and accordingly the new bank shall set the same orders as of the beginning of the next month.
- If the new bank accepts the order for the change of banks between the 16th and the end inclusive of the relevant month, then the old bank shall stop the orders as of the 15th of the next month, and accordingly the new bank shall set the same orders as of the 16th of the next month.

In the case of authorisations for direct orders:

- If the new bank accepts the order for the change of banks between the 1st and 15th inclusive of the relevant month, then the old bank shall stop the authorisations as of the 15th of the next month, and accordingly the new bank shall set the same authorisations as of the 16th of the next month.
- If the new bank accepts the order for the change of banks between the 16th and the end inclusive of the relevant month, then the old bank shall stop the authorisations as of the end of the next month, and accordingly the new bank shall set the same authorisations as of the beginning of the subsequent month.

If any of the above deadlines falls on a banking holiday, then the deadline shall be the first banking day which follows it. End of month means the last banking day of the relevant month, and the beginning of the month means the first banking day of the relevant month.

## **II. Time Deposits**

### **1. General Provisions**

**1.1.** Time deposit orders shall be accepted in the currencies specified in the List of Terms & Conditions up to the balance (including overdraft facilities) available in the Customer's retail HUF bank account or retail foreign currency bank account, as follows.

**1.2.** The Customer may under these Business Conditions give the Bank individual time deposit orders in the currencies specified in the List of Terms & Conditions (the "Time Deposit Order"), on the basis of which Time Deposit Orders the Bank shall transfer the amount identified in the Time Deposit Order (the "Deposit") from the Customer's bank account named in the Time Deposit Order to a time deposit account (the "Time Deposit Account"), and for the term of the time deposit (the "Term") pay on the Deposit the interest rate set forth in the List of Terms & Conditions from time to time in effect. The Customer shall identify the type of the deposit as well in the Time Deposit Order. The Bank covenants to repay the Deposit to the Customer upon the maturity of the Term, and to pay time-proportionate interest pursuant to the provisions of these Business Conditions or of the individual time deposit order concerning the payment of deposit interest.

**1.3.** Time Deposit Orders shall be accepted and executed for the Terms specified in the List of Terms & Conditions from time to time in effect. The amount should reach or exceed the lowest limit established for time deposits.

**1.4.** In accordance with the provisions of Act CXII of 1996 on Credit Institutions and Financial Enterprises [hitelintézetekről és a pénzügyi vállalkozásokról szóló 1996. évi CXII. tv.], the Deposits placed under these Business Conditions shall be insured by the National Deposit Insurance Fund.

## **2. Deposit Interest Rates**

**2.1.** The rate of the interest payable by the Bank is specified in the List of Terms & Conditions from time to time in effect. The Bank shall have the right to unilaterally modify deposit interest rates, depending on changes in refinancing conditions, central bank rates, the consumer price index and other money market conditions. Changes in interest rates shall be disclosed in the List of Terms & Conditions. Despite its right to unilaterally modify interest rates, the Bank shall not have the right to modify the interest rate of the Deposit during the given Term, unless the interest rate has been determined on the basis of some reference rate, in which case the interest rate shall be subject to change during the term of the deposit depending on changes in the relevant reference rate. Interest shall be calculated by the formula published in the Bank's General Business Conditions.

**2.2.** The interest due on the amount of the Deposit for the Term and payable to the Customer shall be calculated by the interest rate set out in the List of Terms & Conditions valid on the date of the Time Deposit Order. Fees, taxes or charges shall only be deducted from the amount of the interest due to the Customer in the cases specified in the relevant laws.

## **3. Dates**

**3.1.** The date of deposition of the Deposit shall be the day when the Bank executes the Customer's Time Deposit Order. The first day for which interest is paid shall be the date of deposition, and the last day shall be the day before maturity.

**3.2.** The time by which a Time Deposit Order has to be given to be executed on the day of receipt is disclosed in the List of Terms & Conditions from time to time in effect. Time Deposit Orders received later than such cut-off time shall be executed on the next banking day. If the available balance in the retail bank account is insufficient to cover the Time Deposit Order at the time of execution, the Time Deposit Order shall be cancelled.

## **4. Interest Payment**

**4.1.** Unless agreed otherwise, interest shall be paid in arrears, upon the maturity of the Term, by the Bank crediting the amount of the interest on the value date of maturity to the Customer's retail bank account or Time Deposit Account, depending on the Customer's instructions given in the Time Deposit Order.

**4.2.** If the Customer withdraws the Deposit prior to the maturity of the Term (early redemption), the Bank shall proceed in accordance with Part One, Section II.2.5 of the Bank's General Business Conditions. The Bank shall have the right to bind the early redemption of the Deposit to prior notice. In the case of early redemption, the Bank shall have the right to debit the bank account of the Customer with the amount of the early redemption fee specified in the List of Terms & Conditions from time to time in effect. The Customer takes note that the Bank shall not effect partial payment from the amount of the Deposit, unless the List of Consumer Banking Terms & Conditions [Lakossági Kondíciós Lista] provides otherwise.

**4.3.** Upon the maturity of the Term, the Bank shall, depending on the Customer's instructions given in the Time Deposit Order,

- (a) credit the amount of the Deposit, along with interests, to the Customer's retail bank account, or
- (b) automatically create another time deposit from the amount of the Deposit, along with interests, in the Time Deposit Account, for an identical Term, or

(c) automatically create another time deposit from the amount of the Deposit in the Time Deposit Account, for an identical Term, and credit the interest amount to the Customer's retail bank account.

Renewal of the Deposit pursuant to points (b) and (c) above (the "Rollover Deposit") shall continue upon the maturity of each Term until the date specified by the Customer in the Time Deposit Order or—if no such date is specified—until the Customer gives contrary instructions to the Bank. In the case of a Rollover Deposit, the availability date of the Deposit shall be in each relevant month the same calendar day as when the Time Deposit Order was executed, and if there is no such day in the given month, availability date shall be the last day of the month. In the case of a Rollover Deposit, on the date of maturity of each Term (i.e. on availability dates) the Customer's funds shall not qualify as a time deposit from the point of view of the statutory provisions concerning enforcement and payments. On the availability dates of a Rollover Deposit, the Customer may modify (increase or decrease) the amount of the Deposit.

**4.4.** In the case of non-rollover Deposits, if the maturity of the Term falls on a holiday, the Deposit shall expire on the next subsequent banking day. In the case of Rollover Deposits, if the availability date of the Deposit falls on a holiday, interest shall be settled and credited to the Customer's account on the next subsequent banking day; the value date of interest crediting, however, shall be the availability date of the Deposit. In such case the Customer may first give orders for the withdrawal of the Deposit or the modification of its amount on the next subsequent banking day following availability date. If the Time Deposit Order is fulfilled on the last banking day of the relevant month, maturity date (availability date) shall be the last day of the relevant Term.

**4.5.** If during the life of a Rollover Deposit deposit rates are modified, after the lapse of the Term during which the interest rate modification takes place payable interest shall be calculated on the Deposit for any subsequent Term at the modified interest rate.

### **5. Automatic Termination of the Deposit upon the Termination of the Retail Bank Account**

**5.1.** Should the Customer's HUF and/or foreign currency retail bank account kept at the Bank terminate for any reason, any Deposit transferred from the given retail bank account shall also terminate automatically. In such case the Bank shall retransfer the amount of the Customer's Deposits—prior to the maturity of the respective Terms thereof—to the retail bank account on the banking day preceding the date of termination of the retail bank account, along with an interest calculated on the amount of the Deposit up to such date at a rate disclosed in the List of Terms & Conditions from time to time in effect, subject to the provisions of these Business Conditions concerning early redemption.

## **III. Loans Against Time Deposit As Collateral**

### **1. General Provisions**

**1.1.** The Customer may apply for loans from the Bank against the commitment of his/her time deposits kept at the Bank as collateral security (the "Loan"). The Bank shall extend the Loan in the form of an overdraft credit facility. General terms and conditions concerning the Loan are set forth in these Business Conditions.

**1.2.** The Customer may apply for the Loan in the regular application form used for this purpose (the "Application"). Acceptance of an Application for processing by the Bank is not to be understood as a commitment by the Bank to extend the Loan. After receipt of a properly filled and signed Application, the Bank shall decide in the scope of an abbreviated procedure whether to extend the Loan or not. If the prerequisites for disbursement as specified in these Business Conditions are given, the Bank shall reserve the time deposit offered as collateral security, then furnish the Application with a statement of acceptance, wherein a commitment is made to extend the Loan at the terms and conditions confirmed by the Bank. An Application furnished with the Bank's statement of acceptance shall qualify—along with these Business Conditions—as a loan agreement (the "Loan Agreement"). If the Bank approves the disbursement of the Loan at different terms and conditions from those contained in the Application, the Loan

Agreement shall only be made between the Parties if the Customer expressly accepts and signs the terms and conditions confirmed by the Bank (that qualify as a new offer for the Loan).

**1.3.** The Bank shall have the right to reject the Application, with a notice to the Customer naming the reason for the rejection.

**1.4.** The time by which an Application should be submitted to the Bank pursuant to Section 1.2 above for the Application to be evaluated and the Loan disbursed to the Customer—in the case of approval—on the same day is published in the List of Terms & Conditions. Applications received by the Bank after such cut-off time shall be evaluated on the next banking day. If a Loan is approved with terms and conditions different from those contained in the Application, the Loan shall be disbursed only after the Customer has accepted (signed) the terms and conditions confirmed by the Bank.

## **2. Terms and Conditions of the Loan**

**2.1.** The amount of the Loan the Customer is eligible to may not exceed a certain percentage—set forth in the List of Terms & Conditions from time to time in effect—of the time deposit offered as collateral security.

**2.2.** The shortest and longest possible duration of the Loan shall be published in the List of Terms & Conditions from time to time in effect. The date of maturity of the Loan may not be later than the maturity of the time deposit pledged as collateral. Provided these terms are taken into account, the Customer may himself or herself determine the duration of the Loan and the date of maturity in the Application.

**2.3.** The interest rate of the Loan shall be set on the basis of the List of Terms & Conditions effective at the time of disbursement of the Loan. Interest shall be calculated on a daily basis, according to the formula disclosed in the Bank's General Business Conditions. The first day for which interest shall be paid is the date of disbursement of the Loan (or the date when it is actually drawn), and the last date is the calendar day preceding the date of repayment of the Loan. For any modification of the terms & conditions of the Loan Agreement, the provisions set out in Part One, Chapter XIX of the General Business Conditions [*Általános Üzleti Feltételek*] shall be governing as applicable.

**2.4.** For extending the Loan, the Bank shall charge a one-off arrangement fee whose rate is set forth in the List of Terms & Conditions. The Bank shall be entitled to debit the Customer's HUF retail bank account kept at the Bank with the amount of the arrangement fee when the Loan is made available to the Customer.

**2.5.** The Loan shall be drawn by the Bank automatically executing against the Loan the payment orders (including cash withdrawal orders) given against the Customer's HUF retail bank account which are uncovered by the credit balance of the HUF retail bank account. Interest shall be payable on the actually used portion of the Loan, whereas the Bank shall be entitled to charge a commitment fee on the undrawn part. The measure of the commitment fee is set forth in the List of Terms & Conditions.

### **2.6. Repayment of the Loan**

**2.6.1.** If the Loan is taken, any amount credited to the HUF retail bank account—if such amounts exceed the sum of the payment orders to be executed on the given day—shall without any special instruction from the Customer reduce the amount of the drawn portion of the Loan. The Customer shall repay the drawn portion of the Loan to the Bank on the date of maturity pursuant to the Loan Agreement at the latest. Interest due on the drawn portion of the Loan shall be paid monthly in arrears—by the last working day of the given month—or on the date of maturity pursuant to the Loan Agreement by the Bank automatically debiting the HUF retail bank account with the relevant amount without any special instruction from or prior notice to the Customer. The Bank shall notify the Customer of the amount of interest calculated until the due date and debited to the bank account by way of statements of account.

**2.7.** Should the Customer for any reason fail to fulfil his/her payment obligations stemming from the Loan Agreement in due course, the Bank shall have the right to directly satisfy its receivables stemming from the Loan Agreement—without prior notice to the Customer—from the financial collateral stipulated in the Loan Agreement.

### **3. Collateral Securities**

#### **3.1. Financial Collateral**

**3.1.1.** In the Application, the Customer shall name a HUF time deposit offered as collateral to the required Loan. If the Bank thinks the offered collateral is sufficient, the HUF time deposit shall be reserved as financial collateral (the "Caution Money") and treated separately from the Customer's other funds.

**3.1.2.** The Caution Money shall qualify as a collateral security of an incidental nature that shares the legal fate of the Customer's currently outstanding and future payment obligations owed to the Bank under the Loan Agreement (the principal obligation), i.e. it shall qualify as funds committed for a special purpose which neither the Customer nor the Customer's executor may dispose of or withdraw from the account as long as the Customer's payment obligations are outstanding.

**3.1.3.** The Caution Money may be released before the date of maturity pursuant to the Loan Agreement only if the Customer has completely fulfilled all his/her payment obligations stemming from the Loan Agreement.

**3.1.4.** In the event of the Customer's default regarding any of his/her payment obligations owed to the Bank, the Bank shall have the right to directly satisfy its claims from the Caution Money—before the date of maturity of the time deposit reserved as Caution Money—by reducing the amount of the Caution Money with the amount of the Customer's debt which has become due.

**3.1.5.** On the amount of the Caution Money, the Bank shall pay deposit interest to the Customer. Satisfaction of the Bank's claims from the Caution Money on any date prior to the maturity of the time deposit reserved as Caution Money shall qualify as an early redemption of the time deposit, as a result of which a reduced interest rate specified in the List of Terms & Conditions shall be paid on the time deposit. Any related interest loss shall be borne by the Customer.

#### **3.2. Set Off**

**3.2.1.** If upon the maturity of the Loan the Customer is in default regarding any of his/her outstanding payment obligations owed to the Bank under the Loan Agreement, and the Caution Money also proves insufficient to cover the Bank's receivables, the Bank shall be authorised to debit without prior notice to the Customer any other retail bank account or time deposit account kept by the Bank on behalf of the Customer with the amount of the debt, i.e. to set off the amount of the overdue debt. The Bank shall have the right to exercise its right of set-off in respect of the Customer's time deposits and other committed funds as well, irrespective of the maturity of such deposits. The Customer may not claim refund from the Bank for any interest loss stemming from this.

### **4. Termination**

**4.1.** The Bank shall have the right to terminate the Loan Agreement with immediate effect in the following cases:

- (a) in any event specified in Art. 6:387 of the Civil Code;
- (b) in any event expressly defined as such in the Loan Agreement;
- (c) if the Customer is in gross violation of any provision of the Loan Agreement and/or these Business Conditions and/or the Bank's General Business Conditions.

**4.2.** The immediate termination of the Loan Agreement by the Bank shall especially have the following legal consequences:

- (a) all outstanding debts of the Customer owed to the Bank under the Loan Agreement shall become due and payable on the fifth day after the mailing of the termination notice,
- (b) the Bank shall become entitled to use the collateral securities of the Loan.

**4.3.** The effect of the termination notice shall not be affected by any statement the Bank might have sent to the Customer to show the Customer's arrears.

## **IV. Overdraft Facility**

### **1. Introduction**

**1.1.** The Customer may apply for an overdraft line of credit to be attached to his/her retail HUF bank account opened at the Bank by filling, signing and submitting to the Bank the form entitled "overdraft facility application form and contract". On the basis of the data provided by the Customer, the Bank shall carry out the credit examination of the Customer according to a set of criteria developed by the Bank. The Bank is entitled to request the Customer to produce supporting documents to verify the data provided in the application form. If on the basis of the credit examination the Bank approves providing the overdraft facility, and the terms of such approval depart from the terms and conditions set out in the overdraft facility agreement, the Bank shall communicate the amount and other terms and conditions of the approved overdraft line of credit (the "Overdraft Line of Credit") to the Customer in writing, in the form of a contractual offer.

The Bank has the right to inform the Customer verbally (on the phone) if the approval is given at the terms and conditions set out in the agreement (and in the application form that constitutes a part thereof).

The offer accepted by the Customer, the overdraft facility application form and contract, and the provisions of these Business Conditions concerning overdraft facilities shall together constitute the overdraft facility agreement.

Within the timeframe specified in the offer, the Customer may cancel the overdraft facility agreement. In such case the Bank shall terminate the Overdraft Line of Credit opened in respect of the retail HUF bank account free of charge.

**1.2.** If on the basis of the credit examination the Bank decides not to provide an overdraft facility to the Customer, a written notice shall be sent to the Customer to this effect. The Bank shall not specify the reasons for the decision made on the basis of the credit examination, and the Customer may not protest the viewpoints of the credit examination or the Bank's decision.

**1.3.** The overdraft facility shall be drawn as follows: in the event the balance in the Customer's retail HUF bank account fails to cover a payment order given against the bank account, the Bank shall provide an overdraft loan for the fulfilment of such order against the Overdraft Line of Credit, up to the available portion thereof at maximum. The Customer shall repay any loan taken from the Overdraft Line of Credit as well as the interests from time to time charged on these.

### **2. Credit Charges**

**2.1.** On the amount of any loan taken from the Overdraft Line of Credit, a variable transaction interest rate set forth in the List of Terms & Conditions from time to time in effect shall be charged. Payable interest shall be calculated on a daily basis, using the formula published in the Bank's General Business Conditions. For any modification of the terms & conditions of the overdraft facility, the provisions of Part One, Chapter XIX of the Bank's General Business Conditions [*Általános Üzleti Feltételek*] shall be governing as applicable.

**2.2.** On the amount of the Overdraft Line of Credit, an annual handling fee shall be charged, the measure of which is to be disclosed in the List of Terms & Conditions from time to time in effect. Simultaneously with the entry in force of

the overdraft facility agreement, and yearly, on each anniversary of such date, the Bank shall automatically debit the Customer's retail bank account with the amount of the annual handling fee.

**2.3.** If the application is approved at terms that depart from the terms and conditions set out in the overdraft facility agreement, the amount of the transaction interest and handling fee shall be determined on the basis of the current terms set out in the List of Terms & Conditions in effect upon the entry in force of the overdraft facility agreement. Accordingly, transaction interest rate and handling fee may change as compared with the terms in effect at the time of submission of the application.

### **3. Repayment of Overdraft Loans**

**3.1.** Any amount credited to the retail HUF bank account—in so far as such amounts exceed the sum of the payment orders to be executed on the given day—shall without any special instruction from the Customer reduce the amount of the loan drawn from the Overdraft Line of Credit, thus subsequently interest shall only be charged on any outstanding loan amount actually drawn from the Overdraft Line of Credit. If the overdraft facility agreement ceases as a result of termination by either party, then any outstanding overdraft loan taken from the Overdraft Line of Credit until the date of termination and its charges shall become due and payable in lump sum.

**3.2.** Interest shall be paid by the Customer monthly in arrears—on the last day of the given month—or upon the termination of the Overdraft Line of Credit by the Bank automatically debiting the retail HUF bank account with the relevant amount without any special instruction from the Customer.

**3.3.** The Customer shall make sure that the available balance in the retail HUF bank account is sufficient to cover his/her payment obligations stemming from the overdraft facility. The Customer authorises the Bank to debit the retail HUF bank account with the amount of its outstanding claims from time to time arising from providing the overdraft facility without prior notice to the Customer. When a due date falls on a banking holiday, the payment of interest and the repayment of the loan drawn from the Overdraft Line of Credit shall be due on the first banking day that follows such date.

**3.4.** During the life of the overdraft facility agreement, the Customer shall make sure each month that—in excess of the Customer's other outstanding financial obligations owed to the Bank which from time to time become due—the amount specified in the offer mentioned in Section IV/1.1 herein is available in the retail HUF bank account (monthly obligation of crediting). If the Customer fails to fulfil this obligation, the Bank shall become entitled—after prior written notice to the Customer—to block the Overdraft Line of Credit with immediate effect, so that during the period of the blockage the Customer may not dispose of the amount of the Overdraft Line of Credit. If the Customer still fails to fulfil his/her monthly obligation of crediting, the Bank shall become entitled to terminate the overdraft facility agreement with immediate effect.

**3.5.** If upon the maturity of the Customer's payment obligations connected to the overdraft facility the available balance in the retail HUF bank account is insufficient, the Bank shall be authorised to debit without prior notice to the Customer any other retail bank account, securities account or client account kept by the Bank on behalf of the Customer with the amount of the debt on the title of set off. The Bank shall have the right to exercise its right of set-off in respect of the Customer's time deposits and other committed funds as well—i.e. with an early redemption of time deposits—irrespective of the maturity thereof. The Customer may not claim refund from the Bank for any interest loss which might arise from this.

**3.6.** If the Customer fails to meet his/her payment obligations arising from the overdraft facility agreement as they become due, and the enforcement of the Bank's set-off right fails to bring any result either, the Bank will record its receivables in the claim registration account connected to the bank account as past due debts owing to the Bank. On any registered debt, the Customer shall pay the Bank the default interest rate disclosed in the List of Terms and Conditions from time to time in effect. Besides, the Customer shall also be liable to refund the Bank for any and all

costs and expenses incurred by the Bank in connection with the collection of the claim, as well as to pay the Bank a one-off special procedure fee specified in the List of Terms & Conditions. The Bank shall have the right to automatically debit the Customer's retail HUF bank account with the amount of the costs incurred in connection with the collection and with the one-off special procedure fee.

#### **4. Renewal and Modification of the Overdraft Line of Credit**

**4.1.** The Bank shall have the right to review the amount of the Overdraft Line of Credit after opening the same. As a result of such review, the Bank shall have the right to initiate modifying (increasing or decreasing) the amount of the Overdraft Line of Credit, and at the same time that of the Customer's monthly deposit obligation, of which a written notice shall be sent to the Customer. If no comment is received from the Customer on the notice within 15 days of the mailing thereof in writing or via Raiffeisen Direkt (following identification through the Direkt PIN Code or 3 personal data), the modified Overdraft Line of Credit shall be regarded as accepted by the Customer, and the agreement between the Parties shall remain in effect with the modified Overdraft Line of Credit as of the date specified in the modification notice. If in the case of the decrease of the Overdraft Line of Credit the Customer does not want to use the decreased Overdraft Line of Credit any longer, he/she shall have the right to terminate the overdraft facility agreement. If the Customer does not accept the Overdraft Line of Credit decreased by the Bank, the Bank shall also become entitled to terminate the overdraft facility agreement with immediate effect.

If in the scope of such annual review the Bank does not modify the amount of the Overdraft Line of Credit, no special notice shall be sent to the Customer of this fact. Apart from reviews, the Bank may any time make an offer to the Customer to increase the Overdraft Line of Credit. For the communication, acceptance and entry in force of such offers, the provisions set out in this section shall be governing.

**4.2.** Upon the review of the Overdraft Line of Credit, the Bank shall also have the right to decide not to provide the Overdraft Line of Credit to the Customer any longer. If the Bank decides to terminate the overdraft facility agreement, it shall inform the Customer of this in writing.

**4.3.** During the life of the overdraft facility agreement, the Customer may any time initiate—in writing or through Raiffeisen Direkt, after identification by his/her Direkt PIN Code—the modification of the amount of the Overdraft Line of Credit within the limits specified in the List of Terms & Conditions from time to time in effect. On the basis of the Customer's application, the Bank shall do a credit evaluation, and decide whether to approve or reject the application. On the result of the credit evaluation and—in case the modification of the Overdraft Line of Credit is approved—the date of effect of the modification, a written notice shall be sent to the Customer. The modified Overdraft Line of Credit will be set simultaneously with the written notice. In case an application for the modification of the Overdraft Line of Credit is approved, an agreement modification fee specified in the List of Terms & Conditions shall be charged to the Customer. The Bank shall have the right to automatically debit the amount of the agreement modification fee to the Customer's retail HUF bank account.

**4.4.** The Customer shall have the right any time to initiate—in writing or through Raiffeisen Direkt, after identification by means of his/her Direkt PIN Code—the termination of the overdraft facility agreement. Simultaneously with initiating the termination of the overdraft facility agreement, the Customer shall repay any amount drawn from the Overdraft Line of Credit to the Bank, along with the relating interests. Of the termination of the Overdraft Line of Credit, the Bank shall send a written notice specifying the date of termination to the Customer. If the termination of the Overdraft Line of Credit has been initiated via Raiffeisen Direkt, the termination shall become effective in regard of the termination of the Overdraft Line of Credit on the date included in the Bank's notice if no written comment is received from the Customer by such date.

#### **5. Immediate Termination of the Overdraft Line of Credit**

**5.1.** The Bank shall have the right to immediately terminate the Overdraft Line of Credit if

- the Customer commits a serious breach of contract;



- the Customer is in default regarding the fulfilment of any payment obligation arising from an agreement, and fails to remedy such default even upon the Bank's request;
- a material adverse change occurs in the circumstances of the Customer, including in particular his/her financial situation, and the Customer fails to provide adequate collateral despite the Bank's notice;
- the Customer has deceived the Bank, which has had an effect on the conclusion of the agreement or its content;
- the Customer obstructs an investigation concerning his/her solvency, and fails to remedy such event of default even upon the Bank's notice;
- the Customer is in a material breach regarding any of his/her agreements with the Bank or with any current member of the Raiffeisen Group, considering that this shall qualify as an event of default in respect of the overdraft facility agreement as well;
- the Customer's HUF bank account kept at the Bank is terminated for any reason;
- in the cases expressly defined in the overdraft facility agreement as reasons for immediate termination;
- in the cases defined in the General Business Conditions or in the Consumer Banking Business Conditions.

The Bank shall have the right to terminate the overdraft facility agreement without requesting the Customer to provide adequate collateral if the Customer is obviously unable to provide adequate collateral.

**5.2.** The Bank shall send written notice to the Customer of the immediate termination of the Overdraft Line of Credit. As a consequence of the immediate withdrawal/termination of the Overdraft Line of Credit by the Bank, the Customer's payment obligations connected to the repayment of the overdraft loan shall become due and payable in lump sum on the fifth day after the mailing of the termination notice. The effect of the termination notice shall not be affected by any statement the Bank might have sent to the Customer to show the Customer's arrears.

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